



JURUPA UNIFIED SCHOOL DISTRICT
PURCHASING DEPARTMENT

INVITATION FOR BIDS

20-21-18TR- STUDENT TRANSPORTATION SERVICES

Home-To-School
Special Education
Field Trips Activities

Bid Advertisement Dates:
Request for Information Deadline:
Bid Due Date:

April 23, 2021 & April 30, 2021
May 7, 2021 @ 12 p.m.
May 14, 2021 @ 3:00 p.m.

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**JURUPA UNIFIED SCHOOL DISTRICT
NOTICE CALLING FOR BIDS
20-21-18TE-STUDENT TRANSPORTATION SERVICES**

In accordance with Public Contract Code 20111 and Education Code 39802, Notice is hereby given that the JURUPA UNIFIED SCHOOL DISTRICT, hereinafter referred to as “DISTRICT”, will receive up to, but no later than **3:00 p.m.**, on **Friday, May 14, 2021**, sealed Bids for the award of a contract for:

**STUDENT TRANSPORTATION SERVICES
Home-To-School, Special Education and Field Trips Activities**

The District is seeking Bids from qualified firms or businesses that can furnish, operate, and maintain all equipment necessary for the transportation of pupils to and from schools, special education or on any District approved field trips; including the use of said equipment during a District declared emergency.

Each Bidder shall possess, at the time the Bid is awarded, a valid and current California Highway Patrol School Bus Contractor License pursuant to the Department of Motor Vehicles and the California Highway Patrol regulations. All Bids shall be made and presented on a form furnished by the DISTRICT. Bids may be hand delivered or mailed to the JURUPA UNIFIED SCHOOL DISTRICT, Purchasing Department, located at 4850 Pedley Road, Jurupa Valley, California 92509 and marked to the attention of Lindsey Hopson, Senior Buyer. Bids shall be opened virtually and publicly read aloud on the above stated date, time. Bids received after the deadline will not be considered and will be returned unopened.

The full notice inviting Bids, specifications and contract documents are available and downloadable at the District Purchasing website –

<https://jurupausd.org/our-district/BizServ/css/Pages/Bids.aspx>

No Bidder may withdraw the Bid for a period of sixty (60) days after the date set for opening of Bids. During this time, all Bidders shall guarantee prices quoted in their respective Bids. Bidders shall only use the forms provided by the District. Small businesses and firms owned and controlled by women, minorities and persons with disabilities and/or disabled veterans are encouraged to participate in this solicitation. Any questions or clarifications, email or call Lindsey Hopson, Senior Buyer, at Lindsey_Hopson@jUSD.k12.ca.us ; or at (951) 360-4102.

20-21-18TR- STUDENT TRANSPORTATION SERVICES
INSTRUCTIONS FOR BIDDERS

1. **DEFINITIONS:** The JURUPA UNIFIED SCHOOL DISTRICT hereinafter referred to as “DISTRICT” as used in these Bid documents shall be construed to include the District Board of Education, all employees, officers, and agents of the District. The “Contractor/Bidder” is named as such in the contract/Bid documents and is referred to in generic terms as if the Contractor/Bidder were of singular number and masculine or feminine gender.
2. **PREPARATION OF BID RESPONSES:** **DISTRICT invites Bids on the attached forms to be submitted no later than 3:00 p.m. on Friday, May 14, 2021.** The District requires one (1) original and one (1) USB electronic file. All hard copies shall be submitted in a 3-ring binder for ease of reviewing. Bid responses must be typed uniformly on letter size (8 ½” x 11”) sheets of white paper, single sided or double sided, each section clearly titled, with tabs, and each page clearly and consecutively numbered. Bid responses must be clean and suitable for copying. Bid responses must be specific. For example, “*See Enclosed Manual*” will not be considered an acceptable Bid response. Receipt of all addenda, if any, must be acknowledged in the Bid Response.

All blanks in the Bid form must be appropriately filled. **All bids shall be enclosed in a sealed package plainly marked with the name and address of the Bidder and the words "BID RESPONDING TO BID 20-21-18TR- Student Transportation Services. – DO NOT OPEN UNTIL May 14, 2021". Exhibit 1-A – Bid Cover Sheet shall be affixed to the outside of the envelope for submission to DISTRICT.**

3. **ERASURES, INCONSISTENT, OR ILLEGIBLE BIDS:** The Bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the persons signing the Bid. In the event of inconsistency between words and figures in the Bid price, words shall control figures. In the event that DISTRICT determines that any Bid is unintelligible, inconsistent, or ambiguous, DISTRICT may reject such Bid as not being responsive to the invitation to Bid. Bidders shall verify their Bids before submission, as Bids cannot be withdrawn or corrected after the Bid opening.
4. This section has intentionally been omitted.
5. **MODIFICATIONS:** Changes in or additions to the Bid form, recapitulations of the work bid upon, alternative bids, or any other modification of the Bid form or other Bid documents, including the District’s Contract, Addenda, etc., which is not specifically called for in these Bid documents may result in DISTRICT’s rejection of the Bid as not being responsive to this invitation to Bid. No oral, telephonic, telegraphic or facsimile Bids or modifications will be considered.
6. **SIGNATURE:** The Bid form, all bonds, the Contractor’s Certificates, the Agreement, and all Guarantees must be signed in permanent ink in the name of the Bidder and must bear the signature in longhand of the person or persons duly authorized to sign the Bid.

If Bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from the President and one from the Secretary, Assistant Secretary, or other authorized officer or designee. Alternatively, the signature of other authorized officers or agents may be affixed, if a certified copy of the resolution of the corporate board of directors authorizing them to do so is on file in DISTRICT’s office. As indicated on the forms themselves, some documents must also bear the corporate seal. If Bidder is a partnership, the true name of the firm shall first be set forth, together with two signatures from partners authorized to sign contracts on behalf of the partnership.

Where two or more Bidders desire to submit a single Bid in response to this solicitation, they should do so on a prime-subcontractor basis rather than as a joint venture or informal team. DISTRICT intends to contract with a single contractor and not with multiple contractors doing business as a joint venture.

Bids submitted by individuals must be signed by the Bidder unless an up to date power- of-attorney is on file in DISTRICT office, in which case, said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where a fictitious name is used, it must be so indicated in the signature. **Any Bid submitted without a signature will be deemed non-responsive and will be rejected.**

7. **BID SUBMISSION ADDRESS:** All Bids shall be submitted to DISTRICT's Purchasing Department no later than **3:00 p.m. on Friday, May 14, 2021**. If Bids are hand delivered or delivered by a delivery service (i.e. UPS, Federal Express or private courier) or by U.S. Mail, they shall be delivered to the District Office – Purchasing Department, located at 4850 Pedley Road, Jurupa Valley, CA, 92509, and marked to the attention of Lindsey Hopson, Senior Buyer . It is the sole responsibility of the Bidder to ensure that the Bid is received at the location indicated herein, no later than the time and date specified. Any Bid received after the scheduled closing time for receipt of Bids will be returned to the Bidder unopened.
8. **BID OPENING READING:** It is the Bidder's sole responsibility to ensure that its Bid is received prior to the scheduled closing time for receipt of Bids. In accordance with Government Code Section 53068, any Bid received after the scheduled closing time for receipt of Bids shall be returned to the Bidder unopened. At the time set forth in the BID SUBMISSION ADDRESS provision above, the sealed Bids will be opened virtually and read aloud..

TO BE CONSIDERED, ALL BIDS MUST BE RECEIVED IN THE PURCHASING OFFICE BY THE TIME AND DATE OF CLOSING. E-MAILED AND FAXED BIDS WILL NOT BE ACCEPTED AND WILL BE DEEMED NON-RESPONSIVE AND WILL BE RETURNED TO THE BIDDER UNOPENED.

9. **INTERPRETATION OF BID DOCUMENTS:** The Bid and contract documents are posted at Purchasing website -<https://jurupausd.org/our-district/BizServ/css/Pages/Bids.aspx>; If any person contemplating submitting a Bid for the proposed work is in doubt as to the true meaning of any part of the contract documents, or finds discrepancies in, or omissions from any of the documents, written request for clarification or correction thereof, must be submitted to Lindsey Hopson, Senior Buyer at [Lindsey Hopson@jUSD.k12.ca.us](mailto:Lindsey.Hopson@jUSD.k12.ca.us);
10. **CALIFORNIA PUBLIC RECORDS ACT:** All documents received by DISTRICT, as a public agency, in connection with this Bid are subject to the requirements of the California Public Records Act. Bidder shall identify any information contained in the Bid that the Bidder deems to be, and establishes as, confidential or proprietary and wishes to be withheld from disclosure to others. Note: A blanket statement that all contents of the Bid response are confidential or proprietary cannot be honored by DISTRICT.
11. **BID SECURITY:** Each Bid must conform and be responsive to the Bid documents and require a Bid Bond in an amount not less than five percent (5%) of the annual contract amount of the Bid, but in no case may the certified check, cashier's check or Bid Bond exceed \$50,000.

The cashier's check, or the Bid bond, shall be given as a guarantee that the Bidder shall execute the contract if it is awarded to him in conformity with the contract documents and shall provide with the Bid. In the event that an award is made to Bidder and such Bidder fails or refuses to execute the contract and provide the required documents, said security shall be forfeited to DISTRICT as liquidated damages.

12. **FINGERPRINT CERTIFICATION:** Upon notification of contract award, the successful Bidder, shall be required to comply with the provisions of Education Code Section 45125.1 including certifying, in writing, to the District's Board of Education that no contractor employees or employees of subcontractors who may come in contact with DISTRICT pupils in the performance of the contract has been convicted of a violent or serious felony as defined in California Penal Code Sections 677.5 (c) and 1192.7 (c) respectively.

If the Bidder, or any of his subcontractors, fails or refuses to comply with this provision, such failure or

refusal shall be considered sufficient cause for disqualification from further award consideration. If such failure or refusal to comply occurs after contract award, the contract may be terminated in whole or in part, under ARTICLE 5 – BACKGROUND/FINGERPRINTING PROVISION of the Sample Contract.

13. **CONTRACTOR QUALIFICATIONS:** Each Bidder shall possess, at the time the Bid is awarded, a valid and current California Highway Patrol School Bus Contractor License pursuant to the Department of Motor Vehicles and the California Highway Patrol regulations. The successful contractor shall maintain the required license throughout the duration of the contract. Each Contractor shall provide proof of certification at the time of Bid submission.
14. **BONDS:** Upon receipt of the Notice of Intent to Award a Contract, the successful Bidder shall be required to furnish, within ten (10) calendar days, a Performance Bond in amount equal to 100 percent (100%) of the annual estimated contract amount for the contract award. The bonds shall be on forms provided by DISTRICT and issued by an “admitted surety insurer” to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in the Code of Civil Procedure Section 995.120. The required number of executed copies of the Performance Bond(s) to be provided is three (3).

15. **INSURANCE:**

Before the commencement of service, the Bidder shall, at its expense, procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services by the Contractor, its agents, representatives, employees or subcontractors. The Bidder shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the minimum levels of coverage outlined in this Article.

15.1 Commercial General Liability

Commercial General Liability, using a standard ISO CG 00 01 occurrence form, including operations, products and completed operations and contractual liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products – Completed Operations Aggregate (Comp/Op Agg) for bodily injury, personal injury, and property damage.

- a. The Commercial General Liability Coverage shall include the following endorsements:
- (i) The District, its Board, officers, agents and employees shall be included as Additional Insureds either by specific endorsement naming these parties or a blanket additional insured endorsement applicable “when required by written contract or agreement;”
 - (ii) A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable “when required by written contract or agreement;”
 - (iii) A Primary, Non-contributory endorsement in favor of the District, its Board, officers, agents and employees or a blanket primary, non-contributory endorsement applicable “when required by written contract or agreement.”
- b. The Commercial General Liability Coverage shall not include the following endorsements: Amendment of Contractual Liability, Total Pollution Exclusion, Cross Suits Liability Exclusion

15.2 Automobile Liability

Automobile Liability, using a standard ISO Business Auto CA 00 01 form with limits not less than \$5,000,000 per accident for bodily injury and property damage for all owned, hired and non-owned automobiles. Coverage shall include Contractual Liability. The Business Auto coverage shall include the following endorsements:

- a. The District, its Board, officers, agents and employees shall be included as Designated Insureds or a blanket additional insured endorsement applicable “when required by written contract or agreement;”
- b. A Waiver of Subrogation endorsement, as specified in Section 15.1, Paragraphs 1(a)(ii);
- c. A Primary, Non-contributory endorsement, as specified in Section 15.1, Paragraphs 1(a)(iii).

15.3 **Workers' Compensation**

Workers' Compensation including statutory coverage as required by the State of California and including Employers' Liability with limits not less than \$1,000,000 each accident; \$1,000,000 policy limit bodily injury by disease; \$1,000,000 each employee bodily injury by accident.

- c. The Workers' Compensation coverage shall include a Waiver of Subrogation endorsement, as specified in Section 15.1, Paragraphs 1(a)(ii);
- d. If Vendor is using a professional employer organization or any other type of staffing company to sub-contract employees, Vendor must notify and seek approval from the Purchasing Department of the District prior to the execution of this Agreement.

15.4 **Umbrella or Excess Liability**

Umbrella or Excess Liability coverage with limits not less than \$1,000,000 excess over the Commercial General Liability, Automobile Liability and Employer's Liability. The Umbrella or Excess Liability coverage shall include all endorsements required under Section 15.1, Paragraphs 1(a)(i), 1(a)(ii) and 1(a)(iii).

15.5 **Sexual Misconduct Insurance**

If Vendor will be in contact with students without a district employee present, Vendor must provide sexual misconduct insurance, with limits not less than \$2,000,000 for each claim or event with an annual aggregate of \$1,000,000.

15.6 **Deductible or Retention**

Should any of the insurance policies contain either a deductible or self-insured retention, the Vendor shall solely be responsible to pay that deductible or self-insured retention.

15.7 **Verification of Coverage**

Contractor shall provide to the District certificates of insurance and endorsements effecting coverage required by the District. The certificates must have all required endorsements attached and be approved by the District or the Certificate will be rejected as non-compliant. All certificates and endorsements must be received by the District within ten (10) calendar days after the notice of award. No work shall be performed by the Contractor prior to the acceptance of all required insurance certificates by the District. The District reserves the right to require complete, certified copies of all required insurance policies, at any time. Each successive year during the insurance requirement period shall be filed in the same manner. The failure to furnish such evidence may be considered a material breach of contract by Vendor under which the District may immediately terminate this Agreement. All insurance policies as required in this article shall be written through insurance companies that are either admitted in the State of California or on the California Department of Insurance approved list of non-admitted insurers. All insurance companies shall have and maintain a minimum A. M. Best rating of A VII. Should any required insurance policies be cancelled, non-renewed or if the Vendor fails to renew, Vendor shall provide notice of such cancellation immediately to the District.

- 16. This section has intentionally been omitted.

17. FAILURE TO PROVIDE EVIDENCE OF INSURANCE, POST SECURITY, OR EXECUTE CONTRACT: In the event the Bidder to whom the Notice of Intent to Award a Contract is given, fails or refuses to provide the certificates of insurance, insurance endorsements, required bonds, or return properly executed copies of the contract within ten (10) calendar days from the date of receiving said notice, DISTRICT may declare the Bidder's Bid deposit or bond forfeited as damages caused by the failure of the Bidder to enter into the contract, and may award the Bid to the next lowest responsive and responsible Bidder, or may call for new Bids.
18. DEFAULT: In the event the Bidder to whom a contract is awarded fails to perform in accordance with the terms and conditions of the Bid or the contract, DISTRICT may terminate their orders, in whole or in part, in accordance with Article 18 of the Agreement - TERMINATION FOR DEFAULT provision of this part.
19. TERMINATION OF CONTRACT: District may terminate this Agreement, with or without cause, at any time by giving ten (10) days written notice of termination to Vendor. In the event such notice is given, unless otherwise indicated by the District, Vendor shall cease immediately all work in progress. If the District terminates without cause, the District shall pay the Vendor for services rendered through the date of District's termination notice.

Vendor may terminate this Agreement, with cause, at any time by giving thirty (30) days written notice of termination to the District.

Upon termination of this Agreement by either Vendor or District, all property belonging exclusively to District, which is in Vendor's possession, shall be returned to District, and all property belonging exclusively to Vendor, on District property, shall be returned to Vendor.

20. TERMINATION FOR PROGRAM, SITE CLOSURE, RE-ORGANIZATION OR REDUCTION OF FUNDS: In the event funds for DISTRICT programs are discontinued or funds are not allocated within the agency for the continuation of this contract in whole or in part, DISTRICT may terminate the service(s) under this clause without penalty. In the event funds for DISTRICT programs are discontinued or funds are not allocated within the agency for the purchase of materials and/or services, DISTRICT does not guarantee that any or all items shown on this Bid will be purchased for the duration of the contract period.
21. COVENANT AGAINST CONTINGENT FEES: The Bidder warrants that no person or selling agency has been employed or retained to solicit or secure the contract to be awarded as a result of this Bid solicitation upon agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business.

For breach or violation of this warranty, DISTRICT shall have the right to terminate the contract that may be entered into with the Bidder and, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or commission fee.

22. This section has intentionally been omitted.

23. EXAMINATION CONTRACT DOCUMENTS: Each Bidder shall fully acquaint himself with the conditions relating to the services so that he may fully understand the facilities, difficulties and restrictions attending the execution of the service under this Bid. Any Bidder submitting a Bid in response to this Invitation for Bids is required to fully inform himself prior to Bidding as to existing conditions and limitations under which the service is to be performed. No allowance will be made to a Bidder because of lack of such examination or knowledge. Bidders shall thoroughly examine and be familiar with the Bid documents and specifications. The failure or omission of any Bidder to receive or examine any Bid document, form, instrument, addendum, or other documents, or to visit the sites and acquaint himself with conditions there

existing, shall in no way relieve any Bidder from any obligation with respect to his Bid or to the contract. The submission of the Bid shall be taken as prima facie evidence of compliance with this section. All addenda issued during the time of Bidding shall be incorporated into the Bid automatically.

24. **FINANCIAL STATEMENT:** The District requires an audited financial statement of Contractor’s firm and any parent company from a Certified Public Accountant (CPA) for the last two (2) years of operation. Financial statements should only be included in the binder marked “Original”, placed in a sealed envelope and marked “Confidential”.
25. **AWARD OF BID/CONTRACT:** Pursuant to Education Code 39802, the District will consider price, as well as the Bidder’s demonstrated ability to meet the unique needs of the District and its students in selecting the winning Bidder. While price is a factor, the District is under no obligation to accept the lowest Bid rendered. At its sole discretion, the District will award the Bid to the lowest responsible Bidder who best satisfied the terms, Bid specifications, and conditions contained in this Request for Bids and the student transportation requirements of the District.

DISTRICT reserves the right to reject any or all Bids, or to waive any irregularities or informalities in any Bids or the Bidding process, to accept or reject any items or combination of items. Bids shall remain open, valid and subject to acceptance for sixty (60) days after the Bid opening date unless otherwise stipulated.

DISTRICT RESERVES THE RIGHT TO VERIFY ALL CALCULATIONS SUBMITTED. IF THERE IS ANY DISCREPANCY BETWEEN THE COST LISTED AND DISTRICT’S CALCULATIONS, DISTRICT’S CALCULATIONS SHALL TAKE PRECEDENCE.

26. **WITHDRAWAL OF BID:** Any Bidder may withdraw his Bid personally or by written request to Lindsey Hopson, Senior Buyer at any time prior to the scheduled closing time for receipt of Bids. Any Bid security for a withdrawn Bid shall be returned at the time of withdrawal. The Bidder may thereafter submit a new Bid before the Bid submission date. Bids may not be withdrawn after the Bid submission date.
27. **BID PROTESTS:** Any protest against the award of a contract pursuant to this Bid must be received, in writing, within five (5) calendar days after receipt of Notice of Intent to Award. DISTRICT shall not be obligated to consider protests received after the above-specified deadline. All protests must be in writing and submitted to Lindsey Hopson, Senior Buyer. Mailed letters of protest are to be addressed to the JURUPA UNIFIED SCHOOL DISTRICT, 4850 Pedley Road, Jurupa Valley, California, 92509 and marked to the attention of the Senior Buyer of Purchasing.

In order for a Bidder’s protest to be considered valid, the protest must:

- (a) Be filed timely and in writing as detailed in this Paragraph.
- (b) Clearly identify in detail the specific issues related to the Bid protest.
- (c) Clearly identify in detail the specific DISTRICT Staff/Board recommendation or action being protested.
- (d) Clearly identify in detail the specific the grounds of the protest and the facts supporting the particular protest.
- (e) Include all relevant and supporting documentation with the protest at the time of filing.

Prior to a protest being considered valid, DISTRICT shall review the basis of the protest along with all relevant information and documents and will provide the protesting Bidder a written decision. If the Bid protest does not comply with each and every one of the requirements set forth above, it will be rejected as invalid.

28. **ANTI-DISCRIMINATION:** It is the policy of DISTRICT that in connection with all work performed under contract, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The Bidder who is awarded

a contract as a result of this Bid solicitation agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by him.

29. NON-COLLUSION DECLARATION: Bidders on all service contracts are required to submit A Non-collusion Declaration with their Bid. This form is included as part of the Bid documents and must be signed under the penalty of perjury and dated.
30. SMALL, MINORITY AND/OR FIRMS OWNED, OPERATED AND CONTROLLED BY PERSONS WITH DISABILITIES OR DISABLED VETERANS: It is DISTRICT's desire that small business and firms which are at least fifty-one percent (51%) owned, operated and controlled by women, minorities, persons with disabilities, disabled veterans or firms with effective affirmative action programs shall have the maximum practicable opportunity to participate in the contract awarded to perform the services to be done.
31. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAW AND AMERICANS WITH DISABILITIES ACT: The Bidder hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this Bid or under any project, program, or activity supported by this Bid. The Bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the Bidder agrees to require like compliance by any subcontractors employed on the services by him. The Bidder hereby assures that it will comply with the Americans with Disabilities Act of 1990, 42 U.S.C. Sections 12101 et. seq. or as amended, to ensure that disabled individuals shall be reasonably accommodated in accordance with the Act, and the Bidder shall not exclude from participation in, or deny the benefit of, or otherwise subject a disabled individual to discrimination under this Contract, or under any project, program, or activity supported by this Bid.
32. ANTI-KICKBACK ACT: In the performance of the contract, the Bidder and all subcontractors shall adhere to and comply with all provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. 874) and as supplemented in the Department of Labor regulations (29 CFR Part 3).
33. WORK HOURS AND SAFETY STANDARDS ACT: In the performance of any work order/job under the contract, Bidder shall adhere to and comply with all the provisions of Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) and as supplemented in the Department of Labor regulations (29 CFR Part 5).
34. BIDDERS INTERESTED IN MORE THAN ONE BID: No person, firm, or corporation shall be allowed to submit more than one response to this Invitation for Bids. A person, firm, or corporation may submit a sub-proposal to another Bidder and/or Bidders and also submit a Bid in the name of his firm.
35. EVIDENCE OF RESPONSIBILITY: The Bidder shall provide the names of at least three (3) references for whom similar services were provided during the previous five (5) years and shall identify the dollar amount of that service(s), to be submitted with the Bid, on the form included as part of these Bid documents. Upon the request of DISTRICT, a Bidder whose Bid is under consideration for award of a contract shall promptly submit additional satisfactory evidence showing the Bidder's financial resources, service/trade experience, legal structure, organization chart, key management personnel, list of service employees in the journeyman, apprentice and labor levels, major equipment inventory, tax payer identification (if not already provided for in the Bid form) and facilities available for the performance of the contract.
36. This section has intentionally been omitted.
37. FORCE MAJUERE: In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of

said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

38. INSPECTION AND ACCEPTANCE: All items provided under this Bid and under the contract shall meet or exceed the Bid specifications and shall comply with all Federal and California State laws governing their production, handling, processing, labeling, and distribution. Inspection and acceptance of all items shall be at DESTINATION. Items found to be defective or not in accordance with the Bid specifications shall be replaced by the Bidder, at no cost to DISTRICT. Failure to replace said items shall be considered sufficient cause for default action under the DEFAULT provisions of these instructions.
39. QUALITY ASSURANCE: By random inspection, if it is determined by DISTRICT that the buses are not in compliance with the specifications, the successful Bidder shall replace, at no cost, any bus that may be rejected.
40. BID DOCUMENTS: The following documents complete the Bid package:
- Notice Calling For Bids
 - Instructions for Bidders
 - ***Required Bid Format and Responses***
 - ***Evaluation Criteria***
 - ***Bid Cover Sheet****
 - ***Bid Response Page****
 - ***Bid Form****
 - ***Bid Questionnaire****
 - ***Bid Guarantee Form****
 - ***Bid Bond/Security****
 - ***Non-Collusion Bid Declaration****
 - ***Customer Reference Listing****
 - Sample Contract Agreement
 - Performance Bond
 - Guarantee
 - Contractor Certification Regarding Drug-Free Workplace
 - Contractor Certification Regarding Alcohol and Tobacco
 - Contractor Certification Regarding Background Checks
 - Scope of Work and Specifications
 - Exhibits
 - Appendices
 - All Addenda as Issued

****Must be returned with Bid package***

Any of these shall be interpreted to include all the provisions of the other documents as though fully set out therein. The Bidder should fully acquaint him/herself with the terms and conditions affecting the performance of the contract. Submission of a Bid shall be taken as prima facie evidence of compliance with this provision.

JURUPA UNIFIED SCHOOL DISTRICT
20-21-18TR- STUDENT TRANSPORTATION SERVICES
BID RESPONSES AND FORMAT

Bid Responses submitted by Contractor must contain the following sections:

- A. Bid Cover Sheet AND Response Page (Appendix 1)
- B. Table of Contents
- C. Corporate/Company/Agency Profile
- D. Credentials/Resumes/Certifications/Licenses
- E. References
- F. Evidence of Insurability/ Business Licenses
- G. Clarification, Exceptions or Deviations
- H. Financial Statements
- I. Bid Questionnaire – Description of Services (Appendix 3). **Please Note: All policies, procedures, forms and/or sample documents that the Bidder is providing to substantiate responses must be included in this section.**
- J. Cost of Bid Response or Bid Forms (Appendices 2-A through 2-C)
- K. Appendices

Section Details:

- A. **Bid Cover Sheet AND Response Page**
The BID Cover Sheet shall be affixed on the outside of the envelope when submitting the Bid. The Bid Response Page shall be included in the bid and must be signed by an authorized representative. Signature by an authorized representative of the organization on the BID Response cover page shall constitute a warranty, the falsity of which shall entitle the District to pursue any remedy authorized by law, which shall include the right, at the option of the District, of declaring any contract made as a result thereof, to be void.
- B. **Table of Contents**
This section shall include a comprehensive table of contents that identifies material by sections A-K (in the order listed above) and by sequential page numbers.
- C. **Corporate/Company/Agency Profile**
This section of the BID Response is designed to establish the Bidder as an entity with the ability and experience to operate the program as specified herein. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:
 - 1. Business name and legal business status (i.e. partnership, corporation, etc.)
 - 2. Proof of non-profit status, if applicable
 - 3. Company overview of services or activities performed, including:
 - a. A brief history of the Bidder.

- b. The number of years in business under the present business name, as well as prior business names.
 - c. Number of years' experience providing the proposed, equivalent or related services.
 - d. Company hierarchy (President, Vice President, Company Officers, etc.) and organizational chart.
 - e. Company size - number of staff, proposed number of staff to provide services, and participant base.
4. Whether the Bidder holds controlling interests in any other organization, or is owned or controlled by any other person or organization, if none that must be stated. Governmental agencies are exempt from this requirement.
 5. Financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement.
 6. Names of persons with whom the prospective contractor has been associated in business as partners or Contractors in the last five years. Governmental agencies are exempt from this requirement.

D. Credentials/Resumes/Certifications/Licenses

In this section, provide resumes and credentials of staff providing the service. Identify the project manager and include his/her position, responsibilities, qualification/experience, and a copy of his/her certification or licenses held (if applicable).

Bidder shall specifically provide:

- A. Description of education
- B. General experience
- C. Experience or education related to the BID project
- D. Letters of reference (if available)
- E. Copies of applicable current professional licenses, permits, and certificates
- F. Any other information, which will assist in evaluating qualifications

E. References

1. All Bidder(s) must include present and past performance information in the form of **a minimum of three (3) references, one of which MUST be a California public school. References cannot include Jurupa Unified School District elected officials or employees.** Each reference provided shall include, at a minimum, dates of work performed, current contact person, company, address, e-mail address and telephone number.
2. Describe a minimum of three (3) recent, similar projects, one of which **MUST** be a California public school. These projects must show the qualifications of the Bidder's capabilities to complete the District's project. Provide a summary of the scope of services, including project cost, performed for these other projects.
3. Provide a list detailing contracts completed during the last five (5) years, showing year, type of services, dollar amounts of services provided, location, contracting agency, contact name, and phone number.
4. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

Please verify that all reference information is correct. References must clearly correlate their performance with the requirements of this Request for BIDs.

F. Evidence of Insurability/Business Licenses

All Bidder(s) shall submit evidence of all required insurance. A properly prepared cover page will suffice and if awarded the contract the Bidder has ten (10) calendar days to produce the required insurances including a certified endorsement naming the District as additionally insured. The Bidder shall certify to the possession of any and all current required licenses or certifications. Do not purchase additional insurance until this bid has been awarded. Provide a copy of current business license or other applicable licenses.

G. Clarification, Exceptions or Deviations

All Bidder(s) shall describe any exception or deviation from the requirements of this Request for Bids. Each clarification, exception or deviation must be clearly identified. If the Bidder has no clarification, exception or deviation, a statement to that effect shall be included in this section. An entry stating the clarification, exceptions or deviations, OR a statement that there is no clarification, exception or deviation must be submitted. IF THERE IS NO ENTRY OF EITHER, THE BID RESPONSE MAY BE CONSIDERED NON-RESPONSIVE.

H. Financial Statements

The Bidder must submit an audited financial statement of Proposer's firm and any parent company from a Certified Public Accountant for the last two (2) years of operation. Please place in a separate envelope and mark "Confidential" if the Bidder requires this to be kept confidential.

I. Bid Questionnaire – Description of Services

All Bid Responses must include a **detailed** description of each proposed service to be provided on the Bid Questionnaire (Appendix 3), for use in providing clear description of services. **Please Note: All policies, procedures, forms and/or sample documents that the Bidder is providing to substantiate responses must be included in this section.**

Bidders that do not respond to ALL questions in Appendix 3 may be found to be "non-responsive" and disqualified from the BID process.

J. Cost Bid Form

In this section, please complete and include the required Bid Forms (Appendices 2-A through 2-C). Bidders may also include any other documents as information to further explain the proposed costs. Bid Responses must fully describe all costs to be charged to District as part of this Project. As stated in the Cost Bid Response Forms, Bidders must provide fully inclusive blended rates inclusive of all of the Bidder's Project-related or supported expenses, including travel, any markup, profit and overhead expenses.

K. Appendices

In this section, include information considered by Bidder to be pertinent to this Request for Bids, and which has not been specifically solicited in any of the aforementioned sections. Please note that this does not constitute an invitation to submit large amounts of extraneous materials, appendices should be relevant and brief.

JURUPA UNIFIED SCHOOL DISTRICT
20-21-18TR- STUDENT TRANSPORTATION SERVICES
EVALUATION CRITERIA

Pursuant to Education Code 39802, the District will consider price, as well as the Bidder’s demonstrated ability to meet the unique needs of the District and its students in selecting the winning Bidder. While price is a factor, the District is under no obligation to accept the lowest Bid rendered. At its sole discretion, the District will award the Bid to the lowest responsible Bidder who best satisfied the terms, Bid specifications, and conditions contained in this Request for Bids and the student transportation requirements of the District. The District reserves the right to split or make the award that is most advantageous to the District. Bid Responses will be evaluated based on the criteria listed below, including but not limited to:

1.Responses to all points in the BID Questionnaire (Appendix 3)
2.Bidder’s experience and ability.
3.Overall cost to the District.
4.References with demonstrated success with similar work to the Scope of Service.
5.Credential/Resumes/Licenses/Certifications.
6.Financials

All Bid Responses will be given thorough review. All contacts during the review selection phase will be only through the Purchasing Department. Attempts by the Contractor to contact any other District representative may result in disqualification of the Contractor. All evaluation material will be considered confidential and not released by the District.

If a Bid Response is accepted, the District will enter into a contractual agreement with the selected Contractor. A sample Contract to be used for this Services is attached as Appendix 9. If an agreement cannot be reached, negotiations with the second ranking Contractor shall commence.

All Bidder(s) shall describe any exception or deviation from the requirements of the Request for Bids. Each clarification, exception or deviation must be clearly identified. If the Bidder has no clarification, exception or deviation, a statement to that effect shall be included in Tab “G” of Bidder’s Bid Response.

SCOPE OF WORK AND SPECIFICATIONS

1. DEFINITIONS

- 1.1 **Board, Board of Education or District's Governing Board** refers to the Board of Education of the Jurupa Unified School District.
- 1.2 **Buses or Vehicles**, as used in the Bidders Specifications, refers to Special Education Buses (20 or more passenger), Special Education Wheelchair Buses (10 & 4), conventional buses, and transit buses (72 or more passengers), except where a specific reference to a particular type of vehicle is made.
- 1.3 **Bid or Bidder's Specifications** refers to the following Specifications, including all exhibits, drawings, attachments and other materials therein and any addenda thereto, which are incorporated by reference into the Bid Form.
- 1.4 **Bidder or Contractor** refers to the individual, firm, partnership, corporation or combination thereof which is the successful Bidder for this Project and which, as an independent contractor, enters into a contract with the District. The Bidder / Contractor shall be referred to throughout this document by singular number and masculine gender.
- 1.5 **Contract or Agreement** refers to the agreement for scope of services, terms and conditions, pricing and other specifics that is executed between the successful Contractor and the District. The Scope of Work and Specifications contain the Agreement terms.
- 1.6 **Day**, unless otherwise indicated, refers to a calendar day.
- 1.7 **District** refers to the Jurupa Unified School District, which shall be referred to throughout the Bid Specifications as if singular in number. The term District shall mean the District or the District's authorized representative.
- 1.8 **Fuel** refers to all fuels and diesel used in Buses or Vehicles that provide approved transportation service to District students.
- 1.9 **Project or Services** refers the total and satisfactory performance of the District's Student Transportation Services and all related services performed in accordance with the Contract.
- 1.10 **School Day** refers to a day on which school instruction is planned according to the District's master calendar.
- 1.11 **Superintendent** refers to the Superintendent of Schools of the Jurupa Unified School District or designee.

2. This section was intentionally omitted.

3. STATEMENT OF PURPOSE

In accordance with the terms of Section 39802 of the Education Code, the District is soliciting offers from qualified Bidders for all preparation work, materials, equipment, and labor required for provision of Student Transportation Services. The Bidder shall provide these services as specified in this Bid document and as may be authorized by DISTRICT's Transportation Director.

The essence of any student transportation service is that the students be transported to and from school regularly, promptly, safely and without interruption or incident. When this responsibility is contractually assigned to a Contractor, the primary obligation of the Contractor is to conduct its affairs, specifically the day-to-day management of the transportation contract, so that the District will be assured of continuous, safe and reliable service. Upon the award of a Bid to provide transportation service to and from District schools, including extracurricular activities and field trips, the Contractor accepts full responsibility for meeting these criteria according to the highest industry standards. Under the proposed Contract, the Contractor shall be fully responsible for all aspects of providing the Student Transportation Services subject to the terms and conditions stated herein.

4. This section was intentionally omitted.

5. GENERAL PROVISIONS

5.0 Scope of Services

5.0.1 The Request for Bids encompasses the transportation of students, personnel and others as authorized by the District, by means of Vehicles, at such times and to such places as directed by the District.

5.0.2 Services provided by the Contractor shall include the provision of all transportation equipment, support and office equipment, bus radios, driving and office personnel (including bus drivers, monitors, dispatchers, mechanics, etc.), Vehicle replacement parts, lubricants, fuel storage, insurances, staff vehicles and other such materials as required by law and per the specifications. All services shall be performed to the satisfaction of the District.

5.1 Scope of Terms

Except where provided as a clarification, exception or deviation (Tab “G”) of the Bidder’s Bid Response, these Request for Bids Specifications contain all of the terms, covenants, conditions, and agreements between District and perspective Bidders. No prior agreement or understanding, oral or written, pertaining to the same shall be valid. The terms, covenants, conditions, and provisions of this Bid cannot be altered, changed, modified, extended or expanded without a written addendum issued by the District. A Bid Response shall indicate that the Bidder has read, understood, accepted and will comply with all of the terms and conditions of the Request for Bids specifications.

5.2 Compliance with Law

In furnishing services, the Bidder agrees to comply with and observe all the applicable provisions of the California Education Code, the California Vehicle Code, the California Administrative Code, the Federal Omnibus Transportation Employee Testing Act, the Department of Transportation Federal Highway Administration Regulations (49 CFR Parts 40 & 382), the Federal Motor Carrier - Safety Regulations-Motor coach / Bus version, and all other applicable laws, rules and regulations as prescribed by the federal government, the State of California, the California Department of Education, the State Air Resources Board, South Coast Air Quality Management District (“SCAQMD”), California Highway Patrol (“CHP”), any other federal, state or local agency with jurisdiction over the services relating to the transportation of students.

5.3 Term of Contract

5.3.1 The effective period of any Agreement resulting from this Request for Bids, is anticipated to be July 1, 2021 to June 30, 2026,.

5.3.2 Start Date

In an effort to streamline the transitional period and not interrupt the 2021 Academic School Year, Contractor shall be prepared and ready to provide transportation of students by August 6, 2021. If requested by the District, Contractor may be required to complete the summer school routes. Otherwise, transportation services shall be District's schools effective August 6, 2021. The District's school year schedule is shown in Article 5.5 below. Notwithstanding the forgoing, the District may require the contractor to provide transportation to non-public schools which operate on a different calendar.

5.4 Access to Information

5.4.1 The District shall receive any log, communication, or other record upon request, unless legally privileged.

5.5 School Year and Summer School

District operates transportation services for several school programs, including but not limited to, traditional schools, summer Extended School Year (ESY) sessions, special education programs located within and outside of the district's boundaries and other miscellaneous programs. All schools currently operate in a traditional (continuous) manner. Below is a review of the different schedules:

5.5.1 **High School** – Consists of one hundred and eighty (180) school days beginning approximately on August 6, 2021 and ending on May 30, 2021.

5.5.2 **Intermediate/Middle School** – Consists of one hundred and eighty (180) school days beginning approximately on August 6, 2021 and ending on May 30, 2021.

5.5.3 **Elementary School Traditional (Standard) Year** - Consists of one hundred and eighty (180) school days beginning approximately on August 6, 2021 and ending on May 31, 2021.

5.5.4 ***Summer Extended School Year (ESY)** – The summer school term normally begins in June following the closure of the school year and ends mid-July. Program days and length vary by school site. The school program may last up to twenty-five (25) school days in duration.

5.5.5

*. *Exhibit 1-A shows the current school year calendar.*

The District School calendar is available at <https://jurupausd.org/schools/Pages/Academic-Calendar.aspx>

5.6 Permits and Licenses

The Contractor shall secure and maintain in force and effect all valid permits, licenses and other regulatory approvals that are required by law or regulation to provide services to the District. All costs for permits and licenses are the sole responsibility of the Contractor.

5.7 Insurance

Before the commencement of service, the Contractor shall, at its expense, procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. The limits and minimum level of coverage is provided in the Instructions to Bidders - Article 15 of this bid.

5.8 Bid Bond and Performance Bond

The Contractor shall provide a Bid Bond as set forth in Appendix 6. In addition, Contractor shall provide a performance bond, in the form and with the content similar to Appendix 8, equal to one hundred percent (100%) of the annual Bid amount to provide regular and special education home-to-school and field trip Services. The cost of providing such performance bond shall be included in the Bid amount. Only bonds executed by a surety admitted in the State of California as defined in Code of Civil Procedure section 995.120 will be accepted.

5.9 Contract Waivers and Deviations

Any requests for waivers or deviations from the provisions of an executed contract between the Contractor and the District shall be submitted in writing by the Contractor. Approval shall be at the sole discretion of the District and must be in writing to be effective.

5.10 Indemnification

To the maximum extent permitted by law, Contractor agrees to defend, indemnify, and hold harmless District, its board members, officers, agents, employees, and/or authorized volunteers from any and all claims, demands, losses, damages and expenses, including reasonable attorney fees and legal costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising from or out of all acts or omissions the Contractor or from its provision of Services hereunder, or those activities, actions, or omissions of any of its officers, agents, employees, or subcontractors of Contractor, whether such act or omission is authorized by this Agreement or not. Contractor shall also pay for any and all damage to the Real and Personal Property of the District, or loss or theft of such Property, done or caused by the acts or omissions of such persons. District assumes no responsibility whatsoever for any property placed on District premises by Contractor, Contractor's agents, employees or subcontractors. Contractor further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence or willful misconduct of the District or any of its officers, agents, employees, and/or volunteers. The requirements of this provision shall survive the expiration and/or termination of this Agreement.

Contractor intends to be classified as an independent contractor, and agrees and understands that if a finding is made that District intentionally or unintentionally misclassified Contractor and/or his/her assistants as an independent contractor, the District will not be held liable for any claims, damages, losses, backpay, overtime pay, fines, or expenses related to Contractor's and/or his/her assistant(s) employee status. Contractor agrees to assume full responsibility for any and all claims, damages, losses, backpay, overtime pay, fines, or expenses related to any potential misclassification of Contractor and/or his/her assistant(s). Contractor agrees to indemnify and hold harmless District from any and all claims of misclassification as an independent contractor

5.10.1 Unless agreed to by written addendum, Article 12 of the District Agreement shall be the sole indemnification clause between the Parties .

6 EQUIPMENT SPECIFICATIONS AND REQUIREMENTS

6.1 Approval

All Buses or Vehicles supplied by the Contractor shall be subject to the continuous approval of the District. Vehicles that are unacceptable by reason of defect shall be either fully repaired to the District's satisfaction or replaced by the Contractor at no additional cost to the District.

6.2 Vehicle Availability

All Vehicles supplied by the Contractor shall be available for the exclusive purpose of providing transportation for the District's students or other persons approved by the District on each school day and as required during summer school periods. The Contractor shall only transport passengers who are registered with the District and approved by the District to receive Services.

6.3 Spare Buses

The Contractor shall maintain an adequate number of spare buses that meet current contract standards to provide continuous service to all District programs, in the event of mechanical breakdown. Spare buses shall at a minimum equal to ten percent (10%) buses of the active fleet and shall comply with the age restrictions found in Section 6.4.

6.4 Compliance with State and Federal Standards

6.4.1 All Vehicles provided by the Contractor shall meet or exceed all current, applicable federal, state and local laws, rules and regulations relating to safety, maintenance and emission standards, including but not limited to, the Federal Motor Vehicle Safety Standards, the California Administrative Code (Title 13), the California Education Code, and the regulations of the Department of the California Highway Patrol, SCAQMD and California Air Resources Board. Current emission standards, unless otherwise mandated by law, shall be followed for the term of the Contract. All buses used in the contract shall have State-approved electronic child check devices properly installed. Contractor shall document that all child checks were appropriately performed. Furthermore, if during the period of this Contract, any installation or modification of equipment is required due to a change in the law or applicable rules or regulations, such modification or installation shall be made immediately by the Contractor upon notification from the District or governing entity. If

the modification is requested by the District, but not otherwise required by law, a pro rata share of the cost of such modification or installation based upon the number of months remaining on the Contract and the useful life of the bus shall be borne by the District. The formula for the pro rata share will be the amount of months left in the Term the Contract divided by the standard bus lifetime in months. For the purposes of this calculation, the following standard bus lifetimes apply:

- a. Other Transits - 240 months or 20 years
- b. Special Education Buses - 240 months or 20 years
- c. Passenger Vehicles – 60 months or 5 years

6.4.2 School Bus Inspection

Regardless of compliance with the above specifications, no bus shall be placed in service until the Vehicle has been inspected, approved and certified at least every thirteen (13) months pursuant to the Motor Carrier Division of the Department of the California Highway Patrol and any other applicable federal, state and local laws, rules or regulations. The District may inspect bus vehicles at any time. Inspection may be conducted at any center during a regular run. Dates and times of such inspections will not be posted in advance. The Contractor shall, prior to the start of each school year, furnish the District with the current California Highway Patrol Motor Carrier Section rating and will further advise the District immediately of any changes in rating which may occur during the school year.

6.5 Size Requirements

6.5.1 Special Needs Buses

Special education/special needs school buses shall be Type A and have a minimum rated passenger capacity of twenty (20) students. Special education school buses shall be of such design as to be able to access special education students, when necessary, from their driveway, or on narrow roadways not normally accessible to larger conventional and transit-style school buses.

6.5.2 Wheelchair Vehicles

Wheelchair Vehicles shall have a minimum capacity of four (4) wheelchair positions and ten (10) walk-on students (seated two to a seat). The requirements of the wheelchair vehicles to be utilized by the District are detailed in the BID Form – Appendices 2-A through 2-C.

6.5.3 Transit Buses

Transit buses shall be Type D and have a minimum capacity of seventy-two (72) students when seated three to a seat, or seventy-two (72) or more students in a seatbelt equipped bus.

6.5.4 Passenger Vehicles

Passenger vehicles designed for and carrying not more than ten (10) persons, including the driver, may be used in the transportation of special education/special needs students. It is at the discretion of the district to determine the most appropriate transportation vehicle for the student, and the district must pre-approve any small passenger vehicles. All drivers assigned to passenger vehicles must meet requirements listed below in section 7.1.2.

6.6 Age Requirements

The Contractor shall ensure that all buses supplied shall not be older than the specified age requirements throughout the life of this Contract. The following age requirements are measured from manufacture date and apply to buses used in the performance of this Contract:

6.6.1 Special Needs Buses
Twenty (20) years old or newer.

6.6.2 Transit Buses
Twenty (20) years old or newer.

6.6.3 Passenger Vehicles
Five (5) years or newer

6.7 School Bus Roof and Roof Hatches

All school Vehicles shall have a white roof. School buses (Type D) shall be equipped with two (2) roof hatches. Other school Vehicles (Type A & B) shall be equipped with one (1) roof hatch.

6.8 Seatbelts

The Contractor shall comply with all California requirements regarding the installation and use of seatbelts by students on school buses. In addition, all special education buses and special education wheelchair buses shall be equipped with seat belts. Any additional restraining device (i.e. harnesses, vests, car seats) will be provided by the District. The cost of such restraints shall be borne by the District. It shall be the Drivers responsibility to ensure that such seat belts , car seats, or restraints are properly adjusted and fastened as soon as the pupil occupies his seat and for the duration of the trip. All students riding in wheelchairs shall be properly restrained to minimize injury in the event of an incident.

6.9 Air Conditioning

All school vehicles including transit buses, special education buses and special education wheelchair buses shall be equipped with an operable air conditioning unit. Temperatures inside the vehicle shall be adjusted by the driver to meet the comfort requirements of the students.

6.10 Wheelchair Lifts

All hydraulic, electrical, or mechanical wheelchair lifts or ramps used by the Contractor shall be in good working condition and shall be right side mounted. Drivers assigned to operate wheelchair-equipped buses shall be trained in the proper operation of the lifts using both the mechanical and manual controls of the lift.

6.11 Two-way Radios

The Contractor shall provide each bus and spare bus with a two way radio to maintain continuous contact with the dispatch office staff. Radios shall have an individual discrete frequency, discrete private channel, discrete private carrier, or coded squelch such that only operations in support of the District may be monitored. It shall be understood that the Contractor gives assigned District employees permission to use said frequency to communicate with the Contractor supplied vehicles when necessary. District shall bear the expense of supplying its own radio equipment to communicate with Contractor's drivers. Citizen Band (CB) radios or VHF radios, or mobile cellular devices shall not be used to meet this requirement. Additionally, UHF radios must have a minimum power output of twenty-five (25) watts with 800Mhz or fifteen (15) watts with 900Mhz. The Contractor shall also provide at his own expense whatever repeaters, signal boosters, or relay devices are needed in order to provide continuous radio coverage within the entire District attendance area. Under no circumstances shall the Contractor use a shared frequency with a public or outside entity.

6.12 Maintenance of Equipment

The Contractor shall provide, equip, and staff their maintenance facility to provide regular preventative maintenance and other maintenance as may be required to ensure that all buses continually meet the highest standards of safety, performance and air quality emissions. Each Bidder shall submit a copy of their vehicle maintenance plan with their Bid documents. At any time, the District may request and will receive all maintenance records for any vehicle used in the transportation of District students.

6.12.1 Pre-Trip Inspections

The Contractor shall make certain that pre-trip inspections, as required by California law, are performed on vehicles assigned to this Contract. Vehicle defect logs and subsequent repairs logs are to be kept on file at the maintenance facility. The Contractor shall make said logs available to District staff upon request.

6.13 Appearance

All school buses shall be cleaned inside and out in a systematic manner. It shall be the Contractor's responsibility to develop and maintain a program to accomplish this task. The District reserves the right to inspect buses for cleanliness at any time. Buses that are found to be out of compliance shall be removed from service until clean and re-inspected by the Contractor.

6.13.1 Broken Windows

Broken window glass shall be repaired or replaced by the Contractor in a timely manner. Vehicles with damaged glass shall be placed out of service until the defect is corrected.

6.14 Route Numbers

All buses on regularly assigned routes shall have displayed forward (should be behind the right front wheel) of the right front wheel next to the entrance door in a visible location, on a placard at least six inches by six inches (6" x 6"), their District assigned route numbers in at least four inch (4") high white numerals on a black background. The route number placard shall fit in a bracket so that route numbers may be changed or so that spare buses may display assigned route numbers.

6.15 First Aid Kits

Each bus shall be equipped with an approved first aid kit and a blood borne pathogen kit. Kits are to be inspected and supplies replenished on a systematic basis by the Contractor.

6.16 Equipment Required by Law, Rule or Regulation

Contractor shall supply and ensure that all of the buses have all such equipment, not otherwise specifically mentioned in these specifications, which is required by federal, state or local laws, rules or regulations, including equipment required by the regulations adopted by the California State Highway Patrol.

6.17 Bus / Vehicle Inventory List

Bidders are to submit a listing of the equipment that shall be used if awarded a contract with the District. Information to be submitted shall include:

- Vehicle manufacturer
- Year and model
- Passenger capacity
- Engine and transmission type
- Fuel type
- New or used
- Current mileage & condition
- Brake type

6.18 Storage Space on Buses

Storage space for athletic equipment, instruments and other materials is needed on buses assigned to field trips. To accomplish this task, the District requires that the transit buses be equipped with underside storage compartments (belly boxes) below the floor of the bus. The number of storage compartments shall be the maximum allowed by the manufacturer of the bus.

6.19 Fleet Surveillance System (Camera, Tracking and GPS)

6.19.1 The Contractor shall provide, equip and maintain a fleet surveillance system that includes functionality at a minimum to include: cameras/video viewing, video archiving, video search, video retrieve, vehicle tracking, auto/semi-auto video downloading for each of the buses or mobile fleet assets utilized in the performance of this contract. System selected shall be scalable. At a minimum, two camera positions with ability to record the stepwell, passenger areas and actions of the driver. The system should be digital with the ability to maintain at least three (3) weeks of storage. The system shall be capable of sending clips of videos to district via email as requested. Contractor shall maintain spare hard drives as back up. For transits, the District's expectation is that coverage will be two (2) cameras generally located one (1) Dome camera in the front facing the rear enough to cover the distance of the transit buses (72 passengers or more bus); and (1) camera in the upper left side covering the driver compartment, door well and student loading door. Special Education buses shall have coverage with two (2) to three (3) cameras generally located one (1) in the front facing the rear, one (1) in the rear facing the front. If the driver's actions are covered, such camera angle should include the door well.

6.19.2 Global Positioning System ("GPS") – All buses assigned as part of the contract, including spares, shall be equipped with a GPS receiver that includes capability to refresh every 30 seconds or when requested by user. The system shall be able to display the path of the bus, and record direction of travel, speed and mileage. The map used in the GPS system shall have the ability to support geographical ("geo") fencing and user landmarks (e.g., schools, bus yards, etc.) The information generated by GPS should be downloadable to CSV or Excel format for easy historical retrieval. Contractor shall be responsible for all hardware during the contract period. The Contractor shall provide the above requirements at no additional cost to the District, however, the Contractor shall provide on 2-D a monthly cost to provide viewing accessibility to an internet-based system and be password accessible to the District..

6.19.3 Definitions and Specifications:

Basic:

- Easy to use software
- Cameras shall support audio channel
- Event or incident button functionality
- DVR design shall be rugged, reliable and tamper- and vandal-resistant

View, archive, search and retrieve video:

- Play, retrieve and archive video easily using remote integrated software
- Retrieve on-board incidents with integrated GPS synchronization
- Support multiple views of video channels matched to number of cameras
- Ease of video transfer to other applications
- User defined playback speeds

Manage video and other vehicle data with an integrated software interface:

- Use web-based access with Wi-Fi services
- Facilitate Contractor and District access to video and data to report and manage incidents, increase operational efficiency, analyze fleet performance, and support parent and staff inquiries with accurate information
- Utilize zone management through designated mapping boundaries for possible integration with District notification systems
- Reporting features regarding bus condition and activity
- Provide for remote configuration of on-board DVRs

Track vehicle, identify vehicle incident location with integrated video and GPS synchronization:

- View historical and real-time fleet position updates and incident alerts
- Review the activity of each bus in detail including routes, stops, and red light/stop-arm signal deployment

Wi-Fi Functionality

- Bus depot shall be configured with single or multiple access point wireless network supporting automatic roaming
- FCC compliant
- Cloud storage, if necessary

6.19.4 The Contractor shall propose an adequate maintenance program for the fleet surveillance system that includes regular preventative maintenance and other maintenance (including replacement) as may be required to ensure that the surveillance system is available on all buses on a continuous basis with minimal downtime.

6.19.5 Each Bidder shall submit a proposed fleet surveillance system as indicated in the Bid Questionnaire (Appendix 3) with their Bid documents in sufficient detail to support the District's determination that the proposed system will adequately meet the District's expectations for functionality, and reliability.

6.19.6 The District may occasionally request and receive access to Contractor's fleet surveillance system files and logs.

6.20 Student Seating

Students who are under four (4) years old and under forty (40) pounds in weight shall ride in a child-restraint system on all bus rides. Drivers are expected to secure the student in the car seat via an approved harness or strap to secure the child-restraint system.

7. PERSONNEL REQUIREMENTS

The Contractor shall have management to effectively oversee and manage all aspects of a pupil transportation program. A Dispatcher and at least one (1) manager shall be on duty during all times of operation for all district routes excluding Field Trips hours. Each Bidder, as part of their Bid submission, shall outline the structure of their management organization. Contractor shall provide contact information for any after-hours incidents.

7.1 Drivers and Monitors/Attendants

- 7.1.1 It shall be the responsibility of the Contractor to design and implement an employee hiring program. The goal of this program shall be to attract qualified candidates, train each candidate to meet state licensing requirements and to maintain a sufficient number of employees so as to avoid personnel shortages that adversely impact the delivery of transportation services. A copy of this plan shall be included with the Bid submission.
- 7.1.2 Each bus driver shall be at least twenty-one (21) years of age and possess a valid California School Bus Drivers Certificate and Commercial Driver's License with endorsements that meet the duties to which they are assigned. Any driver assigned to drive a passenger vehicle shall meet the same requirements.
- 7.1.3 Contractor shall be responsible for hiring bus monitors or attendants. Prior to placement of any monitors to the bus routes, the Contractor and District shall mutually agree in writing on the placement and removal of the monitors, including but not limited to any IEP placements, District staff requests, behavior controls and safety reasons.
- 7.1.4 Bus aides are employees of the District and/or Riverside County Office of Education and will be assigned to ride Vehicles by the District as necessary. Aide cost (wages & benefits) shall be the sole responsibility of the District.
- 7.1.5 The Contractor shall establish a suitable wage schedule that is designed to attract, employ and keep experienced school bus drivers. Drivers assigned to District routes shall be compensated on an hourly basis for route driving times as well as daily vehicle inspection as required by law, normal post trip inspection and bus cleaning. The Pre-trip Inspection and cleaning times for each route shall not be charged to the District. A wage schedule, submitted as part of the Bid, cannot be diminished during the life of the contract. Wages for all work including pre-service training, in-service training, attendance of company safety meetings, CPR training and First Aid Training shall apply to this requirement. The District will not be billed for any of the previously mentioned training requirements. The Contractor shall be solely responsible for determining the wage requirements applicable to all employees hired by Contractor pursuant to this Bid. Contractor's Bid shall include all costs necessary to comply with any applicable prevailing wage requirements and Bidder

shall indemnify and hold the District harmless from any claim, demand, damages, or suit relating to Contractor's prevailing wage obligations.

- 7.1.6 The Contractor shall comply, at its own expense, with all Federal, State and/or local fingerprinting and employee background check laws in accordance with Education Code section 45125.1, drug/alcohol testing including random drug/alcohol testing and to provide proof of compliance and/or clearance to the District. Contractor shall provide a written statement, in the form and with the content similar to Appendix C, that Contractor has completed a criminal background check and that none of its employees that may come in contact with District students have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.
- 7.1.7 The Contractor shall assume responsibility for training and certifying drivers for mountain driving. The District's Transportation Director and the Contractor shall agree on an appropriate number of field trip drivers for certification under the mountain driving training program. However, that number shall be maintained at a minimum of twelve (12) field trip certified drivers at all times. If the number of these drivers falls below twelve (12) the Contractor shall schedule, at the earliest possible time, a training session to bring the number of certified drivers back up to the minimum requirement. If it is determined that the number of drivers be reduced, the Contractor and District will come to a mutual agreement in writing regarding any reduction.

7.2 Employee Performance and Replacement

All personnel assigned to perform under the Contract shall be subject to continuous approval by the District. If District disapproves of any Contractor personnel, for any reason and in District's sole discretion, then Contractor shall replace such personnel within sixty (60) calendar days of written request by District. Contractor's failure to timely replace any of its personnel shall be a material default under the Contract entitling District to liquidated damages for each day of default. Notwithstanding the generality of the foregoing, in the event of any material egregious issue concerning any of Contractor's personnel, District shall have the right, but not the obligation, to demand that Contractor promptly resolve the situation to District's satisfaction. For purposes of this paragraph, a "material egregious issue" shall mean: (a) an act or omission by any Contractor personnel that constitutes gross negligence, willful misconduct, or a violation of applicable law or District policy; (b) an act or omission, or alleged act or omission, by Contractor personnel that endangers or is likely to endanger the safety, health, or wellbeing of any District student; (c) any repeated default by Contractor personnel, such as repeated late arrivals.

7.3 Standby/Cover Drivers

- 7.3.1 The Contractor shall provide sufficient standby/cover drivers to meet day-to-day vacancies (as a minimum equal to 7% of drivers in regular service) due to illness, vacation, personal days and unplanned absences. All standby/cover drivers shall be thoroughly familiar with the routes of the District and competent to meet the assigned schedule on any assigned route.

7.4 Training

7.4.1 The Contractor shall be responsible for all aspects of pre-service and in-service training of school bus drivers used in the scope of this Contract. The Contractor shall ensure that newly licensed drivers receive, at a minimum, the bus driver training hours prescribed by the stipulations, current acts and amendments as set forth in 13 CCR § 1204 and approved by the State Department of Education in compliance with California Vehicle Code sections § 12517 and §12519, or as otherwise set forth in law. Bidders are to submit an outline of their pre-service and in-service training program with their Bid response. Specific elements of the required training to be provided by the Contractor are described in subsections 7.4.1.a through 7.4.1.c below.

- a. The Contractor agrees to train each driver and dispatcher on the importance and proper use of two-way radios.
- b. The Contractor shall require drivers, dispatchers and managers assigned to District Services to undergo annual in-service training. This yearly training shall include at least one (1) hour of classroom instruction presented by Contractor on the needs and care of special education children, types of disabilities likely to be encountered, emergency procedures for special education children, and any other special requirements of transporting special education children.
- c. From time-to-time, the District may specify that individual drivers, for certain reasons, may require additional training prior to resuming District Service. The Contractor shall assume responsibility for fulfilling this additional training requirement.

7.4.2 Bidders are to submit an outline of their in-service training program with their Bid response. The cost of all said trainings shall be borne by the Contractor.

7.5 Uniforms and Identification Badges

The Contractor shall furnish uniforms for drivers. All drivers shall be provided proper uniforms within fifteen (15) working days of the date assigned to drive for the District. Contractor shall provide each employee with a picture identification badge that shall be worn on the outside of their uniform. The badge shall show the company name of the Contractor as well as the name of the driver.

7.6 Controlled Substances Use and Testing

In accordance with the Federal Omnibus Transportation Employee Testing Act , the Department of Transportation Federal Highway Administration Regulations (49 C.F.R., Parts 40 and 382 et al.), and California Vehicle Code Section 304520, the Contractor shall establish and maintain a formal controlled substances and alcohol use testing program. Bidders are to submit an outline of their substance testing program with their BID response.

7.7 Drug-Free Workplace Certification

Pursuant to Government Code Section 8350 et seq., the Contractor shall certify to the District, in writing and under penalty of perjury that the Contractor shall comply with the requirements of the Drug-Free Workplace Act. The Contractor shall use the form Contractor's Certificate Regarding Drug-Free Workplace attached as Appendix 7 to make its certification to the District.

7.8 Use of Cell Phones

Drivers and aides are not to use cell phones on school vehicles while the vehicle is in motion or at such times when the use of such devices would interfere with work duties or the needs of the students.

7.9 Use of Tobacco Products

The use of tobacco and/or tobacco-like products of any kind is forbidden on school buses or on property owned or leased by the District, whether passengers are on the bus or not. The restriction applies to students, aides, drivers, District or Contractor management staff and maintenance staff.

7.10 Tuberculosis (TB) Testing

Contractor employees (staff, drivers, mechanics, etc.), who are expected to come into contact with District students shall be free of active tuberculosis. This requirement shall be consistent with the requirements for school employees as defined in California Education Code Section 49406. The Contractor shall provide the District with written documentation demonstrating compliance with this requirement every four (4) years.

8. REPORTS AND DISTRICT FORMS

The Contractor agrees to provide the District with reports when requested. These reports shall include, but are not limited to, the following:

8.1 Pupil Transportation Bus Incident/Accident Reports

This report describes all incidents, accidents or injuries occurring on District routes or trips, including route segments to and from the terminal, whether or not students are on the bus. Written follow-up reports stating corrective action taken shall be submitted within twenty-four (24) hours after the occurrence. Police reports, where applicable, are to accompany each accident report (as requested by District). *District policy requires that the District's Transportation Director be notified immediately after any vehicle incident, accident or injury involving a District bus with or without students on board.*

8.2 Monthly Student Load Count

This report lists the number of special education students who rode each bus each day. Report is to be returned to the District's Transportation Director no later than the 6th day of the month for the prior month

8.3 Monthly Wheelchair Logs

This report provides daily attendance of all special education students transported on a wheelchair vehicle. This report must include student name, DOB, school name, school address, student home to school distance, and daily attendance. The District can provide a layout that may be used by the

Contractor, or the Contractor may create and provide their own report. Logs are to be returned to the District's Transportation Director no later than the 6th day of the month for the prior month.

8.4 Driver - Route List

A list that identifies regular and special education drivers, by route and by type of bus (i.e. transit or van) is to be submitted in electronic form prior to school start and updated monthly by the Contractor. The list shall also include names of drivers who are assigned as field trip drivers as well as names of drivers assigned as spares or stand-by drivers.

8.5 Field Trip Blackout List

A list that identifies the dates and times not available for field trips including Community Based Instruction ("CBI") trips, due to blackout dates. List should identify Non-Conflict and Prime Rate hours and updated on a monthly basis and submitted in electronic form by the Contractor.

8.6 Incident/Complaint Form

The District shall create and provide an electronic form meant to inform the Contractor in writing of an incident or complaint about the services provided or about a specific driver by the District. The Contractor shall investigate these reports and provide a written reply within five (5) days. If the investigation determines that corrective action is warranted, all written replies shall state the corrective action taken to prevent a recurrence of the condition that caused the incident or complaint.

8.7 Driver/Incident Complaint Form

Contractor shall create and provide a form meant to inform the District in writing of an incident or complaint about students, to report difficulties at a school site or with a parent, or to record any unusual incident involving a student. The District's Transportation Director shall investigate these reports and provide a written reply within ten (10) days. If the investigation determines that corrective action is warranted, all written replies shall state the corrective action taken to prevent a recurrence of the condition that caused the incident or complaint.

9. ROUTING AND SCHEDULING

9.1 Bus Rider Information

The Contractor shall only provide transportation to students authorized by the District. An initial student list will be supplied by the District to the Contractor via a Contractor supplied spreadsheet. After the initial student list has been supplied, the District shall notify the Contractor of any changes in writing.

9.2 Establishing Routes

The Contractor is responsible for developing sufficient routes to safely transport the students identified as bus riders to and from school in an efficient manner. The District has the discretion to require vendor to submit for approval the initial routes and any subsequent changes. Alternatively, the Contractor may provide the District with view access to the Contractor's routing software.

9.3 Revision and Approval of Routes

The District may at any time during the term of this Agreement request the revision or reassignment of routes, bus stops or bus assignments. At the same time, the Contractor is expected to evaluate and update routes on a continuing basis to ensure routes run efficiently as possible.

9.4 Changes to Routes

Generally, route changes will be made by the Contractor as part of the route planning and maintenance process as described in Section 4.1 above. The Contractor shall then notify parents in writing or via documented phone call of the changes prior to their implementation.

9.5 Adding or Deleting Buses

The District may add or delete service locations upon written notice to the Contractor. The District and Contractor shall establish a timetable for service and mutually agree on a start and/or end date. The District will make every effort possible to give the Contractor maximum advance notice when they are deleting a complete service location.

9.6 Late Buses

Drivers shall notify the Contractor's Dispatcher whenever it appears they will be ten (10) minutes or more behind the scheduled time in arriving at their destination. The Contractor's Dispatcher shall notify the impacted school and the District's Transportation Director. If the delay impacts other schools, the Contractor's Dispatcher shall notify each impacted school.

9.7 Overload Conditions

The Contractor shall monitor routes for potential overloads on an on-going basis. In the event of an overload the Dispatcher shall dispatch a second bus to transport excess students and, at the same time, notify the District's Transportation Director of the nature of the overload by phone.

9.8 Dry Runs

The Contractor shall ensure that drivers are familiar with their assigned routes. To facilitate this process, the Contractor shall, have each regularly assigned route driver complete dry runs (practice runs without students) of his assigned route prior to the start of any scheduled school year or Extended School Year ("ESY") session. Dry runs shall be conducted as close to the assigned route time as possible to take traffic congestion and flow into consideration. Dry runs shall be conducted for any new or significantly changed assignments as requested by the District. The cost of Dry Runs shall be borne by Contractor.

9.9 Driver's Orientation

A driver orientation will be conducted for all drivers who will be assigned to perform services for the District. The driver orientation shall include, but not limited to, pupil management, dealing with parents of special needs students, relationship with the school and the general public, discipline on the school bus, and other pertinent information. The cost of driver orientation shall be borne by the Contractor.

9.10 Field Trips and other school sponsored activities

Contractor agrees to provide transportation service for field trips as may be authorized by the District. For field trips, the District will contact Contractor at least ten (10) calendar days prior to the scheduled

activity and request Contractor to provide equipment and personnel for the activity. In the event the Contractor does not have the required equipment and/or personnel available, the District may contract with another transportation firm.

9.11 Cancellation of Scheduled field trips

The District shall have the option to cancel any scheduled field trip upon the District's prior notification to the Contractor for at least two (2) hours prior to the first scheduled students pick up. If cancelled at the time of the pick-up, the District shall pay Contractor for the driver's time but the total cost shall not exceed fifty (\$50) dollars.

9.12 Priority Trips

Priority in scheduling shall be given to Graduation Night ("Grad Nite"), CIF athletic events, or any District sponsored trips as may be requested by the District's Transportation Director and mutually agreed upon with the Contractor. The District shall provide block out dates as needed to provide these trips.

10. VEHICLE REQUIREMENTS

10.1 Special Needs/Special Education Buses

In past years, contractors have provided ten (10) special education buses (20 or more passenger) and six (6) special education wheelchair vehicles (6 walk-on positions and 4 wheelchair positions). These numbers of vehicles do not include the spare buses required from the Contractor. Please see exhibit 2 for prior multiple year usage. **For Bid purposes, all Bidders are instructed to Bid for the type and number of vehicles identified in the Bid Form – Appendix 2-A.**

10.2 Field Trip, and Athletic Buses

The District requires transportation for athletic and field trips on an on-going basis (See Exhibit 4 for a listing of recent usage). The Contractor shall maintain a sufficient number of buses (minimum of ten - 10) to meet this requirement. Buses used for field, and athletic trips are to be equipped with underside storage ("belly") boxes to accommodate passenger cargo and equipment. Payment by the District shall only be for services performed and occur when funding is approved for such trips. Athletic and field trip pricing shall be submitted on BID Form, including prime and non-conflict rates – Appendices 2-B through 2-C.

11. DISTRICT OR CONTRACTOR-PROVIDED FUEL

11.1 The Contractor has the option of fueling Contractor's buses using pumps available at District transportation yard (unleaded gas, diesel, and CNG are available) and reimbursing the District at the District's cost or purchasing fuel at any commercially available gas station. It is at the sole discretion of the Contractor.

11.2 If the Contractor chooses to purchase fuel outside the District, the price associated with procured fuel shall be included in the fixed/base rate in the Bid Form.

12. PAYMENT

12.1 Billing for Scheduled Routes

The Contractor shall bill the District according to the appropriate service rates quoted in the Bid. Invoices shall be totaled and submitted once a month. Invoices shall cover the period from the first

day of the month through the last day of the month. All Invoices shall be submitted by the sixth (6th) day of the month following the month being billed. Prior to beginning service, the District and Contractor shall agree on an invoice format and required supporting details. District shall pay approved invoices within thirty (30) days.

12.2 Billing for Extracurricular Activities Buses

Invoices for extracurricular activities buses e.g. afterschool and tutoring programs, along with any charges for excess time, utilized during a given month shall be submitted with the monthly invoice for scheduled routes.

12.3 Billing for Field Trip Activities Buses

Field trips activities buses shall be billed on separate invoices twice a month. Invoices shall be from the first (1st) day of the month through the fifteenth (15th) day of the month; and from the sixteenth (16th) day of the month to the last day of the month following the month being billed. The District shall pay approved invoices within thirty (30) days. A completed copy (indicating time) of the “Request for Field Trip Transportation” form authorizing the trip shall accompany the invoice.

12.4 Other Expenses

Any additional, District-approved, time or materials expenses incurred by the Contractor on behalf of the District shall be submitted with appropriate receipts and an invoice monthly. Only previously approved charges will be considered by the District. Excess hours shall not to exceed the allowable rates for excess hours as shown in Appendices 2-A through 2-G.

12.5 Annual Rate Adjustments (“APR”)

12.5.1 In accordance with California Education Code 39803 (c), a continuing contract executed under the provisions of this section may be negotiated annually within the contract period when economic factors indicate negotiation is necessary to maintain an equitable pricing structure. The Contractor shall identify a year-over-year percentage increase for each year of the contract in the submission of its Bid. The Contractor may vary the percentage increase for each billing rate and bus type (e.g., base transit, extracurricular or field trip buses).

12.5.2 Commencing on July 1, 2020, and on the anniversary of that date each year thereafter during the contract term and any renewal period (the “Adjustment Date”), compensation for all services provided under the terms of this Contract shall be subject to adjustment annually. In the event the Contractor proposes to increase or decrease the rates for the transportation services as specified herein, the Contractor shall provide the District with a written proposal on or before **April 1 of each year** the Agreement is in force. The basis for such adjustments shall not exceed the percentage of change in the United States Consumer Price Index, (CPI) for Pacific Cities and U.S. City Average, for the period January 1, through December 31, of the then current year, in the category All Urban Consumers, Riverside-San Bernardino-Ontario, as published in the Department of Labor, Bureau of Labor Statistics Publication, available at https://www.bls.gov/eag/eag.ca_riverside_msa.htm; . After substantial evidence of an operational cost increase or decrease has been presented and analyzed, the District may make adjustments as deemed by the District to be reasonable and fair. The adjusted rate shall be effective July 1 of every year while under contract. In no event shall the increase in rates calculated for any one (1) year period exceed **two and one-half percent (2.5%)** of the most recent billing rates. Such increase shall not apply to fuel, as elected and provided for in Article 11 of this Bid.

12.6 Fleet Additions & Reductions

Rate adjustments shall *not* be allowed in the event of an increase or decrease in the base number of school buses operated. The base number of school buses operated shall include special education buses, special education wheelchair vehicles, and regular home-to-school transit buses. Field trip buses (used on school days and non-school days) are excluded. As part of its Bid Response, the Contractor shall describe the impact on rates when adding or deleting Buses to its fleet.

12.7 Cash Discount

Bidders shall offer a discount for prompt payments made by the District within ten (10) and twenty (20) business days of invoice receipt. The discount shall apply to Home-to-School Transportation and Field Trips activities. Terms and conditions of the proposed discount are to be included in the Bid response.

12.8 Billing Discrepancies

In the event of a dispute between the parties regarding payment or nonpayment for services performed or not performed, the parties shall attempt to resolve the dispute in good faith. In the event of disputes regarding any payment invoice submitted by the Contractor, the District agrees to return the invoices with a clear description of the dispute within thirty (30) days of receipt of the invoice(s). If the Contractor has objections to the District's description of the dispute, the Contractor shall prepare a written response detailing its objections and what the Contractor believes to be the proper amount to be withheld. If within thirty (30) days following receipt of the Contractor's objections the District has not released additional amounts or has not changed its position on the proper amount to withhold, the Contractor may request a meeting with the District. During the meeting, both the District and the Contractor agree to attempt to resolve the dispute in good faith. The District and the Contractor may agree to submit such disputes to mediation for resolution. Pending resolution of this dispute, Contractor agrees to continue diligently providing services as required under the Agreement and the District agrees to make progress payments, except that the District may withhold only those funds that are in dispute. If the dispute is not resolved, Contractor agrees it will neither rescind the Agreement nor stop providing services as required under this Agreement, but Contractor's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction

12.9 Extra Services

At any time during the term of this Contract, the District may request that the Contractor perform extra services. As used herein, "extra services" mean any services which are determined by the District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Contract. The Contractor shall not perform, nor be compensated for, extra services without written authorization from the District. Extra services shall be compensated on a time and materials basis pursuant to the rates quoted by the Contractor in the Bid Forms, or as otherwise mutually agreed upon by the parties.

13. COMMUNICATIONS

13.1 The District firmly believes that the overall success of the Services depends on establishing and maintaining effective lines of communication between the Contractor and the District. To meet this goal the District and Contractor shall develop a meeting schedule within one week of the contract award that is responsive to the immediate and long range needs of the pupil transportation program. In addition to scheduled meetings each party may request a meeting with limited notice to address

a situation or concern that requires immediate action. Each party shall cooperate and make every reasonable effort to respond to and attend such meetings.

13.2 Telephone Communication – District

The Contractor shall provide and maintain at its expense a direct telephone number, exclusive to the District, (or other appropriate telecommunications service acceptable to the District) between its dispatch office and the District's Transportation Director's office to facilitate communication. Contractor and Contractor's staff shall make every effort to answer calls on this line in a timely manner. Contractor shall also provide a means for the District to be directed to an assigned contact in the event of an emergency after normal business hours. The District shall provide Contractor contact information for appropriate District personnel for use after hours or in the event of an emergency.

13.3 Dispatch System

Contractor shall provide an automated dispatch system. The system must have the ability to check in and out drivers and evaluate on time performance. There shall be no cost to the District for the Dispatch system or usage of the Dispatch system. The system must have the ability to check in and out to identify when a driver has not reported for service or reported late for service. An expected on time bus driver performance of 98% is required.

All maintenance and dispatch systems proposed for use in this contract must be currently in use at one or more of the Contractor's existing facilities. The District retains the right to have the system demonstrated to the District prior to consideration for award of this contract. Contractor shall provide a detailed description of the systems intend to be proposed in this Bid.

13.4 Telephone Communication – Parents

The District expects the Contractor to provide exceptional customer service to the District along with its students and parents. Consequently, the Contractor shall provide at its expense sufficient communications technology and staff who are knowledgeable about the bus routes, stops and school locations and can answer public inquiries and requests regarding bus schedule times, safety issues, or any other concerns that are an expected part of student transportation operations. The goal is to provide information to parents and school administration in a prompt and courteous manner as well as provide access to the Contractor's management team. Telephone lines shall be made available throughout the school year, and be staffed during normal working hours. The communications technology shall also provide a means for callers to leave messages for routine inquiries, and to be directed to an assigned contact in the event of an emergency after normal business hours.

13.5 Authorized Representative

The District's Transportation Director represents the District on all matters concerning pupil transportation.

14. MISCELLANEOUS

14.1 Inspection for Students and Damage to Seats

14.1.1 Pursuant to SB 1072, Mendoza. School bus safety: child safety alert system, immediately after each route segment, the driver shall visually inspect the interior of the bus to look for any students that may not have exited the bus and, at the same time, assess any damage to seats caused by the students. Upon completion of an AM, Mid-Day, PM or field trip, driver shall utilize the electronic child check/reminder alarm system.

14.1.2 Additionally, this procedure shall take place any time the driver parks and leaves the vehicle on District, Contractor or Private (parking lots) property.

14.2 Safe Riding and Evacuation Training

In accordance with California Code of Regulations, Title 5, § 14102, the Contractor, in cooperation with the District, shall conduct emergency bus evacuation drills at all schools. The drills are to be conducted once per year, as in accordance with the State requirement. The dates, times and locations of evacuations shall be provided to the District's Transportation Director prior to the beginning of the training schedule.


14.3 Emergency Use of Equipment and Personnel

In the event of a local emergency the Contractor shall make the fleet available to appropriate public agency officials for evacuation and/or emergency transportation purposes. In the event of a local emergency, Contractor's personnel shall be designated as Disaster Service Workers and work under the direction of the District's Transportation Director, or other Incident Commander assigned by District.

Exhibit 1-A

School Calendar

This reflects JUSD's school year calendar, not any non-public schools or other outside schools that we may require transportation for.



JURUPA UNIFIED SCHOOL DISTRICT
Academic Calendar 2021-2022

JULY							AUGUST							SEPTEMBER							OCTOBER							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
				1	2	3	1	2	3	4	5	6	7					1	2	3	4						1	2
4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9	
11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16	
18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23	
25	26	27	28	29	30	31	29	30	31	26	27	28	29	30	24	25	26	27	28	29	30	31						

NOVEMBER							DECEMBER							JANUARY							FEBRUARY									
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
	1	2	3	4	5	6					1	2	3	4							1					1	2	3	4	5
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	7	8	9	10	11	12			
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15	13	14	15	16	17	18	19			
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26			
28	29	30	26	27	28	29	30	31	23	24	25	26	27	28	29	27	28													

MARCH							APRIL							MAY							JUNE																
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S										
				1	2	3	4	5						1	2							1	2	3	4	5	6	7						1	2	3	4
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11										
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18										
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25										
27	28	29	30	31	24	25	26	27	28	29	30	29	30	31	26	27	28	29	30																		

HOLIDAYS			END OF SCHOOL MONTHS AND DAYS TAUGHT			IMPORTANT DATES		
Date	Event		School Month	Date	Days Taught	Date	Event	
July 5	Independence Day (Obs.)		1	Aug. 27	16	Aug. 3	New Teachers Report	
Sept. 6	Labor Day		2	Sept. 24	19	Aug. 4	All Teachers Report	
Nov. 11	Veterans Day		3	Oct. 22	18/20	Oct. 15	Minimum Instruction Day K-6	
Nov. 24	Admission Day (Obs.)		4	Nov. 19	19	Oct. 21-22	ELEMENTARY Conferences (No Pupils)	
Nov. 25	Thanksgiving Day		5	Dec. 17	15/14	Oct. 22	End of 1 st Trimester K-6	
Nov. 26	Local Holiday		6	Jan. 21	9	Nov. 22-26	Thanksgiving Recess	
Dec. 23	Local Holiday		7	Feb. 18	19	Dec. 17	SECONDARY Conferences (No Pupils)	
Dec. 24	Christmas Day (Obs.)		8	Mar. 18	19	Dec. 20-Jan. 7	End of 1 st Semester 7-12 Winter Recess	
Dec. 30	Local Holiday		9	Apr. 15	15	Feb. 11	Minimum Instruction Day K-6	
Dec. 31	New Year's Day (Obs.)		10	May 13	20	Feb. 18	End of 2 nd Trimester K-6	
Jan. 17	Dr. Martin Luther King Jr. Day		11	May 31/27	11/10	Mar. 21-25	Spring Recess	
Feb. 14	Lincoln Day (Obs.)		Total		180/180	May 20	Minimum Instruction Day K-6	
Feb. 21	Washington Day (Obs.)					May 27	End of 2 nd Semester 7-12	
May 30	Memorial Day					May 31	Minimum Instruction Day K-6	
							End of 3 rd Semester 7-12	
							Planning Day 7-12 (No Pupils)	

LEGEND	
 LEGAL HOLIDAY	 ELEMENTARY SCHOOLS NOT IN SESSION
 LOCAL HOLIDAY	 MIDDLE & HIGH SCHOOLS NOT IN SESSION
 SCHOOL RECESS	 END OF SCHOOL - K-6
 BEGINNING OF SCHOOL - K-12	 END OF SCHOOL - 7-12

Adopted: 3/8/21

LEARNING WITHOUT LIMITS

Exhibit 2

Summary of Transportation Services

For the prior 2019-20 school year, JUSD has the following buses:

Special Ed Transportation	
Most Current Needs (2019-2020 School Year)	
Type	# of Buses
20 passenger buses	10
4 wheelchair/ 6 walk-on	6
Passenger Vehicles (capacity of 10 or less)	2

For the 2021-22 school year, JUSD anticipates needing the following buses:

Special Ed Transportation	
Anticipated Needs (2021-2022 school year)	
Type	# of Buses
20 passenger buses	9
4 wheelchair/ 10 walk-on	4
Passenger Vehicles (capacity of 10 or less)	2

Exhibit 3
Liquidated Damages Schedule

1. The District may assess liquidated damages of an amount equivalent to *one hundred percent (100%)* of the daily bus rate for each of the following deficiencies:
 - Missed route segments or runs – Route not run or combined (“doubled-up”) with another route.
 - Illegal use of equipment (un-inspected equipment, unlicensed driver, uninsured equipment and seriously faulty equipment)
 - Unattended child left on bus.
 - Unauthorized and inappropriate discipline of student or students by driver.
 - Unreported accident with student on bus.

2. The District may assess liquidated damages of an amount equivalent to *seventy-five percent (75%)* of the daily bus rate for each of the following deficiencies:
 - Late bus - Arriving at or departing from school thirty (30) minutes to one hour or more late. (Circumstances must be within Contractor’s control.)
 - Operating without an aide/monitor on the bus, when such aide/monitor is required.
 - Failure to meet assigned equipment size requirement for route.
 - Running out of fuel while on route.

3. The District may assess liquidated damages of an amount equivalent to *fifty percent (50%)* of the daily bus rate for each of the following deficiencies:
 - Driver operating without the use of a seat belt.
 - Failure to fasten a student’s seat belt as required by IEP.
 - Intentional operation of an overloaded bus. (Overload equals greater number than manufacturer’s capacity.)
 - Inoperable lift on Special Education bus. (Damaged prior to dispatch.)
 - Failure to use air conditioner as required or inoperable air conditioner. (Inoperable prior to dispatch.)

4. The District may assess liquidated damages of an amount equivalent to *twenty-five percent (25%)* of the daily bus rate for each of the following deficiencies:
 - Unauthorized deviations from route.
 - Unauthorized stop.
 - Late bus - Arriving at or departing from school fifteen (15) minutes to twenty-nine minutes late. (Circumstances must be within Contractor’s control.)
 - Inoperable radio on bus. (Damaged prior to dispatch or turned off by driver.)

5. The District may assess liquidated damages of an amount equivalent to *ten percent (10%)* of the daily bus rate for each of the following deficiencies:
- Equipment age infraction.
 - Operating equipment without proper route number identification.
 - Failure to maintain operational surveillance system.

Exhibit 4

**FIELD TRIP SUMMARY
2019-2020 SCHOOL YEAR**

Month	# of Trips
July	1 (0 Charter)
August	30 (23 Charter)
September	95 (68 Charter)
October	130 (82 Charter)
November	99 (65 Charter)
December	119 (65 Charter)
January	118 (56 Charter)
February	140 (89 Charter)
March	173 (96 Charter) - #s provided from 2018-19 school year
April	140 (78 Charter) - #s provided from 2018-19 school year
May	176 (89 Charter) - #s provided from 2018-19 school year
June	20 (1 Charter) - #s provided from 2018-19 school year

**Appendix 1-A
COVER SHEET**

FROM:

**BID RESPONDING TO BID 20-21-18TR-
STUDENT TRANSPORTATION SERVICES
Home-to-School/Special Education/Field Trips**

DO NOT OPEN UNTIL

BID DUE DATE: Friday, May 14, 2021 @ 3:00 P.M.

JURUPA UNIFIED SCHOOL DISTRICT
PURCHASING DEPARTMENT
4850 Pedley Road
JURUPA VALLEY, CA 92509
ATTN: Lindsey Hopson

**APPENDIX 1-B
BID RESPONSE PAGE
20-21-18TR- STUDENT TRANSPORTATION SERVICES**

The undersigned agrees, if this Bid is accepted within sixty (60) days from May 14, 2021, or such other time set for receipt of Bids, to provide Student Transportation Services as set forth herein, and in accordance with, the provisions of this Request for Bids.

Bidder Name: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail: _____

Name of Authorized Signor: _____

Title of Authorized Signor: _____

Federal Tax ID#: _____

ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges receipt of amendments to this Request for BIDs and has thoroughly examined any and all Addenda (if any) issued during the BID period and are thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Bidder to list all addenda).

ADDENDUM NO. _____

DATE RECEIVED _____

ADDENDUM NO. _____

DATE RECEIVED _____

ADDENDUM NO. _____

DATE RECEIVED _____

ADDENDUM NO. _____

DATE RECEIVED _____

Signature of Authorized Person: _____

Date of Bid: _____

Appendix 2-A

BID FORM

Home-to-School Transportation*

July 1, 2021 through June 30, 2022

Bus Type & Capacity	Base Rate** (Included)	Rate 4 HR Base Rate per Day	Rate 6 HR Base Rate per Day	Rate for Excess Hours
Special Needs Buses 10 - Walk-on Positions 4 - Wheelchair positions	4/6			
Special Needs Buses 20 - Passenger + Driver	4/6			
Passenger Vehicles Not more than 10 persons	4/6			
Transit Buses 72 or more Passenger w/ seatbelts	4/6			

**Home-to-School Transportation shall include any route transporting a student to/from home/school, including after-school programs. Special Education, including therapies, etc.*

*** The 4-Hour and 6-Hour rates are non-consecutive hours*

**Appendix 2-B
BID FORM**

Field Trips

*Non-Conflict Rates**

Bus Type & Capacity	RATE per HR
Special Needs Buses 10 - Walk-on Positions 4 - Wheelchair positions	
Special Needs Buses 20 - Passenger + Driver	
Transit Buses 72 or more Passenger w/ seatbelts	

** Non-Conflict rates are defined as rates that apply to any trip taken on a school day with a departure time of after 9 a.m. and a return time before 1:45 p.m. (These rates do not apply to weekends, holidays and non-school days)*

**Appendix 2-C
BID FORM**

Field Trips

*Prime Rates**

Bus Type & Capacity	Rate 4 HR Base Rate per Day	Rate 6 HR Base Rate per Day	Rate for Excess Hours
Special Needs Buses 10 - Walk-on Positions 4 - Wheelchair positions			
Special Needs Buses 20 - Passenger + Driver			
Transit Buses 72 or more Passenger w/ seatbelts			

**Prime Rate is defined as any trip that starts or finishes outside the non-conflict times of 9 a.m. and 1:45 p.m.
The 4-Hour and 6-Hour are consecutive hours.*

Appendix 3

BID QUESTIONNAIRE

The following questionnaire is intended to assist the Jurupa Unified School District in evaluating your Bid Response. The information provided herein will be used to evaluate your qualifications to perform the work and services outlined. The questionnaire shall be filled out accurately and completely, and submitted with your Bid.

When completed, this questionnaire and the responses contained within it shall be considered to be a part of the Bid Response.

A. NATURE OF OPERATIONS

1. List the number of years that your agency has been in business.
2. List the names of all California school districts, non-public schools, or county superintendents of schools with whom your company is currently engaged in providing home-to-school transportation services.
3. List the names of all out-of-state school districts, non-public schools, or county superintendents of schools with whom your company is currently engaged in providing home-to-school transportation services.
4. List the names of all California and out-of-state school districts, non-public schools, or county superintendents of schools, currently being serviced by your company, that are of equal size to Jurupa Unified School District. For each of these schools, submit the name and phone number of a contact person who has immediate knowledge of your company's service and performance results.

B. TERMINAL MANAGEMENT

1. The District strongly believes that the individual holding the Operations Manager position is critical to the provision of consistent and high-quality transportation services.
2. Please provide the name(s) of those persons within your firm who would have immediate authority over the Operations Manager you propose in B.1 (above). In addition, list key staff members who may play an advisory role to the District's Transportation Director and his/her staff in the areas of (1) Operations, (2) Training and Personnel, (3) Safety, and (4) Maintenance. Please provide the following information for each of these persons:
 - a. Name and educational qualifications
 - b. Tenure with your company (in years)
 - c. Experience in related position within your company or with other companies (in years)
 - d. Current and most recent previous position, including the location of the position, the position's title, a description of responsibilities, and the dates in which the position was held
3. Describe the training that is given to your Operations Manager.
4. Describe the training that your company customarily provides to your customer's local office staff.

C. DRIVER PERSONNEL

1. Describe how your company recruits drivers.
2. Describe the methods that your company uses to screen and select drivers from among the applicants.
3. Describe the criteria or standards your company uses, and for what reasons might you reject an applicant.
4. Describe the process to which you adhere that requires all terminal employees to be drug tested. If you have a written policy/procedure, please provide a copy.
5. Describe how your company checks driver applicant references.
6. Describe how your agency uses objective qualification and driver testing procedures (if any) and provide written procedures or samples of your company's testing materials.
7. Describe how the official driving records of all your applicant drivers are evaluated during the selection process.
8. Describe the current rate of annual turnover among drivers your company employs.
9. Describe your current, or proposed, training program for driver applicants who have no experience driving school buses. Please describe the program components and content of your training program. If available, please provide the following:
 - a. Length of the program (hours, days, months)
 - b. Number of hours in classroom
 - c. Number of hours behind-the-wheel
 - d. Description of the components of the program and the number of hours devoted to each component.
10. Describe the qualifications that your company's driver trainers have.
11. Describe the student management training your company's drivers receive.
12. Describe your company's in-service driver training and re-training program. Please provide the outline or course of study (see Bid Specifications Section 7.4).
13. Describe your company's current, or proposed, driver motivation and discipline programs. Describe how the programs take into account, if at all, the following: safety, (1) absences, (2) tardiness, (3) on-time route performance, (4) unrestricted licenses, (5) tenure on the job, and (6) complaints and grievances.

D. FLEET SURVEILLANCE

- a. Describe, in sufficient detail, a proposed fleet surveillance system (and maintenance schedule) to support the District's determination that the proposed system adequately meets the District's expectations for functionality and reliability. Substitute fleet surveillance systems from those included in the BID (See BID Specifications Section 6.20) are allowable. However, any substitution must be at least equivalent to the system proposed in the BID.

E. SAFETY PROGRAM AND ACTIVITIES

1. Describe your established, continuing safety program (operation; contents; and requirements; # of hours required per year, per employee; etc.).

2. Describe how often your company holds safety meetings held and some of the topics covered.
3. Describe any established safety activities in which your company, or its key personnel, participates.
4. Describe the accident rates for school buses operated by your company in each of the three (3) most recent school years.

F. PREVENTIVE MAINTENANCE AND MECHANICAL REPAIR

1. Describe your scheduled preventive maintenance program for vehicle fleets which your company manages. Please provide samples of any checklists you use for each type of preventive maintenance program and describe below your methods of ensuring that each vehicle actually receives preventive maintenance within the scheduled interval.
2. Describe, other than the daily pre-trip by the driver, what methods of identifying defects in buses your company utilizes.
3. Describe the oversight systems your company has in place to ensure that serious safety-related defects are identified before a bus transports students.
4. Describe how your company ensures that identified defects are corrected in a logical order and within a reasonable time.
5. Describe your manpower or mechanic allotment schedule (number of buses per mechanic, etc.).
6. Describe the qualifications and experience requirements your company has for its mechanical personnel.

G. LOSS RATIO DATA

1. Provide your company's accident loss ratio and workers' compensation loss ratio for the past three (3) school years.

H. FINANCIAL AND CREDIT DATA

1. Provide audited financial statement for previous two (2) years and credit references or a Dunn & Bradstreet profile on your company.

I. IMPLEMENTATION PLAN

1. Provide a plan and schedule for implementing and transitioning transportation services should your company be selected as the successful Bidder, with an effective date of July 1, 2019, and an anticipated notice of award in early May 2019. Your company's time schedule and plan should address:
 - a. Ordering/delivery of vehicles
 - b. Transitioning to the designated bus terminals/Terminals
 - c. Establishing support services for maintenance, fuel, employee interviews and training
 - d. Recruitment/relocation of management and supervisory personnel
 - e. Selection and training of drivers
 - f. Employee orientation

J. FLEET ADDITIONS & REDUCTIONS

1. Describe the percentage rate of adjustment for any additions or reductions to the Contractor's fleet.

K. CASH DISCOUNT

1. Provide terms and conditions for any discount for payments made by the District within ten (10) and twenty (20) business days of invoice receipt. (See BID Specifications Section 12.7).

L. OTHER INFORMATION

1. Describe the process by which you survey your customers, parents, and/or employees, and what your company does with the final results.
2. Describe how does/will your company handle unemployment compensation during winter break, spring break and summer break for drivers and other staff that are not used during these periods?

Name of Bidder

(Signature of Authorized Agent)

Title

Date

Appendix 5

**CONTRACTOR'S CERTIFICATE
REGARDING CRIMINAL RECORD AND BACKGROUND CHECK CERTIFICATION**

(To be submitted once Bid is awarded and at the beginning of each contractual year, and supplemented as necessary)

To the Governing Board of the Jurupa Unified School District ("District"):

CONTRACTOR certifies that:

1. CONTRACTOR has carefully read and understand the requirements regarding criminal record and background checks set forth in *California Education Code § 45125.1*.
2. Due to the nature of work CONTRACTOR will be performing for the District, CONTRACTOR's employees may be in contact with students of the District.
3. Pursuant to *Education Code §45125.1*, CONTRACTOR shall conduct criminal background checks of all employees assigned to provide services to the District pursuant to this Agreement for Pupil Transportation Services, and certify that no employees who have been convicted of serious or violent felonies, as specified in *Education Code § 42125.1* and in *California Penal Code § 1192.7(c)*, will have contact with pupils.
4. None of the employees who will be performing any of the work pursuant to this Agreement have been convicted of a violent or serious felony, as defined in *California Education Code § 45122.1*, and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California on _____, 2017

Signature

Printed Name

Position With Contractor

Date

Address

Telephone Number

Appendix 6

BID BOND

(To be submitted with Bid)

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, (hereafter called "Principal"), and _____ (hereafter called "Surety"), are hereby held and firmly bound unto the Jurupa Unified School District (hereafter called "District") in the sum of _____ (\$_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _____ day of _____, 2019.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for providing Pupil Transportation Services for the Jurupa Unified School District.

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a fully executed contract form within ten (10) calendar days after acceptance (properly completed in accordance with said BID), and furnishes bonds for his faithful performance of said Contract,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the call for BIDs, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said contract, or the call for BIDs, or the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

(Corporate Seal)

By: _____
Principal's Signature

By: _____
Typed or Printed Name

By: _____
Principal's Title

(Corporate Seal)

By: _____
Surety's Signature

By: _____
Typed or Printed Name

By: _____
Title

(Attached Attorney in Fact Certificate)

By: _____
Surety's Name

By: _____
Surety's Address

By: _____
Surety's Phone Number

IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service of process in California if different from above)

(Telephone Number of Surety and agent or representative for service of process in California).

Appendix 7

**CONTRACTOR'S CERTIFICATE
REGARDING DRUG-FREE WORKPLACE**

(To be submitted once Bid is awarded and at the beginning of each contractual year)

This Drug-Free Workplace Certification Form is required from all successful Bidders pursuant to the requirements mandated by Government Code Sections 8350 et. seq., the Drug-Free Workplace Act of 1990 ("Act"). The Act requires that every person or organization awarded a Contract or Grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each Contract or Grant awarded by a state agency may be subject to suspension of payments or termination of the Contract or Grant, and the Contractor or Grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a Contract or Grant from a state agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the Contract or Grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the Contract or Grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a Drug-free Awareness Program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Sections 8350 et. seq.

I acknowledge that I am aware of the provisions of Government Code Sections 8350 et. seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

DATE: _____

Contractor's Name

By: _____

Signature

Appendix 8

CONTRACT PERFORMANCE BOND

(To be submitted once BID is awarded)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, JURUPA Unified School District (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "CONTRACTOR"), an agreement for the services described as follows: Furnishing Pupil Transportation Services for the JURUPA Unified School District; and

WHEREAS, the work to be performed by the CONTRACTOR is more particularly set forth in that certain contract dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the CONTRACTOR is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned CONTRACTOR, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the JURUPA Unified School District in the sum of _____ Dollars (\$_____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded CONTRACTOR, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees and perform all required services set forth in the Contract; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

For value received, the Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the Specifications.

No final settlement between the Obligee and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

CONTRACTOR and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, CONTRACTOR and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the DISTRICT and judgment is recovered, the Surety shall pay all costs incurred by the DISTRICT in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 2018.
PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$_____ (This must be filled in by a corporate surety).

SAMPLE CONTRACT



Jurupa Unified School District
Purchasing Department
4850 Pedley Road, Jurupa Valley, CA 92509
(951) 360-4102

Vendor/Consultant Services Agreement

This Vendor/Consultant Services Agreement ("Agreement") is made between the Jurupa Unified School District ("District"), and _____ ("Vendor"), and collectively known as "Parties."

RECITALS

WHEREAS, Vendor is customarily engaged in an independently established trade, business or profession; the services, projects, or tasks completed by Vendor are those that are outside the usual work of District; and Vendor is free from the control and direction of District in connection with the performance of the services and project described in Article 1 hereof; and

WHEREAS, District requires the services described in Article 1 hereof; and

THEREFORE, District and Vendor mutually agree as follows:

Article 1. Services to be provided by Vendor

Vendor will render the specific services or complete the specified project or task requested by District described herein AND attached as Exhibit A – Scope of Services ("Services"): (Give a complete description of the services to be performed / conducted by the Vendor to include schedule/dates of performance(s), location, target audience, hourly rate, etc.):

Four horizontal lines for providing details of services.

Article 2. Compensation

- 1. District shall compensate Vendor for the specified services, projects or tasks completed, described in detail above and as in Exhibit A, in an amount not to exceed \$_____ ("Fees").
2. No additional compensation will be provided unless agreed to in writing by District.
3. District will not withhold Federal or State income tax deductions from payments made to Vendor under this Agreement. If applicable, District will provide Vendor with a statement of earnings.
4. For services rendered, the Vendor must submit to the District an itemized invoice, referencing the contract number (e.g. C-1001111), describing services provided. District will pay Vendor after receipt of an invoice, net 30 days, for the aforementioned Fees, following Vendor's full performance of the Services set forth in Article 1.

Article 3. Duration

The term of this Agreement shall commence on _____ and terminate on _____.

The relationship between District and Vendor shall only last during this specified time frame. Vendor maintains the right to continue to make his/her services available to the general public, and provide services to multiple entities/firms during the term of this Agreement.

The parties understand that time is of the essence. Upon a showing of good and sufficient cause by Vendor, District may, in its sole discretion, grant an extension of time as it may deem advisable. However, District shall not pay Vendor any

additional compensation if such an extension is granted, unless Vendor performs additional services and the compensation is determined by the District and Vendor in writing as an amendment per Article 7.

Article 4. Independent Contractor Status

Vendor will perform said services in his/her own way and as an independent contractor in the pursuit of his/her independent calling and not as an employee of District. Vendor has the right to control the performance of his/her work and may determine the sequence of tasks to be completed. In order to confirm its status as an independent contractor under current law, Vendor represents to the District as follows: *[Check as applicable]*

- Vendor will be providing professional services as set forth above as Services, and (i) maintains a separate business location, (ii) maintains a business license/professional service licenses or certification, (iii) establishes its own hours for work, and (iv) is regularly engaged in such professional services.
- Vendor is providing "business to business" services where Vendor is (i) a separate business entity (ii) holds and maintains all required business licenses, certificates and similar, and (iii) does not require a California contractor's license in order to provide the Services set out in this Agreement.

Vendor may engage the assistance of assistants to aid him/her in completing the project for District. Any assistants used to satisfy the project shall comply with Article 5 and 8, below. Vendor shall, and represents that he/she will, properly classifying his/her assistant(s) as employees or independent contractors pursuant to Labor Code section 2750.3 and corresponding federal provisions for the term of this Agreement. Vendor and his/her assistants will supply his/her/their own tools and materials to complete the specified project. Vendor and his/her assistants are not entitled to employment benefits from District. The parties intend for this Agreement to serve as an independent contractor agreement.

Article 5. Background/Fingerprinting Provision

Vendor shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when students are present.

Certain entities that contract with a school district are required to comply with Education Code section 45125.1 regarding fingerprinting requirements, unless the school district determines that the vendor will have limited contact with students. Vendor certifies:

- Transportation Vendors are required to comply with Education Code section 49406, Examination for Tuberculosis requirements. Vendor must cause to be on file with the District a certificate from the examining physician showing the Vendor, employees and/or assistants of Vendor have been examined and found free from active tuberculosis.

Article 6. General Provisions

1. Vendor shall comply with all Federal, State and local laws applicable to such Services.
2. Vendor represents that he/she has the skills, experience, and knowledge necessary to perform the services agreed to be performed under this Agreement; Vendor represents that he/she has received training in the business or profession of the type for which District has hired him/her to perform and has integrated such training into his/her personal business; and Vendor understands the District has relied upon the representations of Vendor that he/she has the skills, experience, and knowledge to perform the services required by this Agreement in a competent manner. Vendor understands that the scope of the services required to be performed under this Agreement is limited to the project or task described in Article 1 and Exhibit A. Vendor understands that he/she is free from the control and direction of District in completing the task or project, but warrants that he/she will faithfully and diligently perform the services hereunder. Vendor shall employ, as a minimum, generally accepted standards of practices employed by persons engaged in providing similar services in existence at the time of the performance of the obligations hereunder.

Article 7. Amendments to the Agreement

This Agreement may be amended by the mutual written consent of the Parties. This Agreement shall not be modified by any Party by oral representation made before or after the execution of this Agreement. All modifications must be in writing and signed by the Parties.

Article 8. Assignment

Notwithstanding Article 5, this Agreement may not be assigned or subcontracted by either Party without the consent of both Parties.

Article 9. Governing Laws

This Agreement is governed by the laws of the United States of America and the State of California, including, but not limited to, the applicable provisions of the California Government, Education, and Labor Codes, as well as the Americans' with Disabilities Act ("ADA"), all of which are incorporated herein by this reference. Any dispute shall be handled through a court of law based in Riverside County, California and not through arbitration, unless agreed to by both Parties.

Article 10. Precedence

The terms outlined in this Agreement take precedence over any other agreement between the District and Vendor.

Article 11. Ownership of Materials

Any and all documents, or materials prepared or caused to be prepared by Vendor pursuant to this Agreement for purposes of the service, project, or task shall be delivered to the District, and upon payment of the Fees by District shall become the property of the District. Vendor maintains ownership of his/her personal tools and materials brought to District used for purposes of completing services pursuant to the Agreement.

Article 12. Indemnification

To the maximum extent permitted by law, Vendor agrees to defend, indemnify, and hold harmless District, its board members, officers, agents, employees, and/or authorized volunteers from any and all claims, demands, losses, damages and expenses, including reasonable attorney fees and legal costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising from or out of all acts or omissions the Vendor or from its provision of Services hereunder, or those activities, actions, or omissions of any of its officers, agents, employees, or subcontractors of Vendor, whether such act or omission is authorized by this Agreement or not. Vendor shall also pay for any and all damage to the Real and Personal Property of the District, or loss or theft of such Property, done or caused by the acts or omissions of such persons. District assumes no responsibility whatsoever for any property placed on District premises by Vendor, Vendor's agents, employees or subcontractors. Vendor further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence or willful misconduct of the District or any of its officers, agents, employees, and/or volunteers. The requirements of this provision shall survive the expiration and/or termination of this Agreement.

Vendor intends to be classified as an independent contractor, and agrees and understands that if a finding is made that District intentionally or unintentionally misclassified Vendor and/or his/her assistants as an independent contractor, the District will not be held liable for any claims, damages, losses, backpay, overtime pay, fines, or expenses related to Vendor's and/or his/her assistant(s) employee status. Vendor agrees to assume full responsibility for any and all claims, damages, losses, backpay, overtime pay, fines, or expenses related to any potential misclassification of Vendor and/or his/her assistant(s). Vendor agrees to indemnify and hold harmless District from any and all claims of misclassification as an independent contractor.

Unless agreed to by written addendum, Article 12 shall be the sole indemnification clause between the Parties.

Article 13. Minimum Insurance Requirements

Vendor shall obtain and maintain the insurance coverages and limits as shown below for the duration of this Agreement, or other equivalent coverage that has been deemed acceptable under general standards in Vendor's profession or business and as approved by District. Should Vendor maintain insurance policies with broader coverage and limits of liability that exceed these minimum coverage and limits requirements those broader coverages and higher limits shall be deemed to apply for the benefit of the District and those coverages and limits shall become the required minimum limits of insurance and coverage in all articles of this Agreement. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Vendor's obligations to indemnify and hold harmless the indemnitees herein from third party claims.

2. Commercial General Liability, using a standard ISO CG 00 01 occurrence form, including operations, products and completed operations and contractual liability with limits not less than \$1,000,000 per occurrence, \$2,000,000

General Aggregate and \$2,000,000 Products – Completed Operations Aggregate (Comp/Op Agg) for bodily injury, personal injury, and property damage.

- a. The Commercial General Liability Coverage shall include the following endorsements:
 - (i) The District, its Board, officers, agents and employees shall be included as Additional Insureds either by specific endorsement naming these parties or a blanket additional insured endorsement applicable “when required by written contract or agreement;”
 - (ii) A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable “when required by written contract or agreement;”
 - (iii) A Primary, Non-contributory endorsement in favor of the District, its Board, officers, agents and employees or a blanket primary, non-contributory endorsement applicable “when required by written contract or agreement.”
 - b. The Commercial General Liability Coverage shall not include the following endorsements: Amendment of Contractual Liability, Total Pollution Exclusion, Cross Suits Liability Exclusion
3. Automobile Liability, using a standard ISO Business Auto CA 00 01 form with limits not less than \$5,000,000 per accident for bodily injury and property damage for all owned, hired and non-owned automobiles. Coverage shall include Contractual Liability. The Business Auto coverage shall include the following endorsements:
- a. The District, its Board, officers, agents and employees shall be included as Designated Insureds or a blanket additional insured endorsement applicable “when required by written contract or agreement;”
 - b. A Waiver of Subrogation endorsement, as specified in Article 13, Paragraphs 1(a)(ii);
 - c. A Primary, Non-contributory endorsement, as specified in Article 13, Paragraphs 1(a)(iii).
4. Workers’ Compensation including statutory coverage as required by the State of California and including Employers’ Liability with limits not less than \$1,000,000 each accident; \$1,000,000 policy limit bodily injury by disease; \$1,000,000 each employee bodily injury by accident.
- a. The Workers’ Compensation coverage shall include a Waiver of Subrogation endorsement, as specified in Article 13, Paragraphs 1(a)(ii);
 - b. If Vendor is using a professional employer organization or any other type of staffing company to sub-contract employees, Vendor must notify and seek approval from the Purchasing Department of the District prior to the execution of this Agreement.
5. Umbrella or Excess Liability coverage with limits not less than \$1,000,000 excess over the Commercial General Liability, Automobile Liability and Employer’s Liability. The Umbrella or Excess Liability coverage shall include all endorsements required under Article 13, Paragraphs 1(a)(i), 1(a)(ii) and 1(a)(iii).
6. If Vendor has access to or will be receiving any personal or private information about the District or its students, personnel, students or parents or any other third party:
- a. Cyber Liability Insurance with limits not less than \$2,000,000 for each occurrence or event with an annual aggregate of \$2,000,000.
 - b. The policy shall minimally cover claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security.
 - c. The policy shall protect the District for breach response costs as well as regulatory fines and penalties with a limit that equals not less than \$200 per student in the aggregate.
7. If Vendor is performing a professional service, Vendor must provide professional liability insurance, or the equivalent to his/her specific field (such as medical malpractice, errors and omissions, etc.), with limits not less than \$1,000,000 for each claim or event with an annual aggregate of \$1,000,000.
8. If Vendor will be in contact with students, Vendor must provide sexual misconduct insurance, with limits not less than \$2,000,000 for each claim or event with an annual aggregate of \$1,000,000. The Sexual Misconduct Liability coverage shall include all the endorsements required under Article 13, Paragraphs 1(a)(i), 1(a)(ii) and 1(a)(iii).
9. Should any of the insurance policies contain either a deductible or self-insured retention, the Vendor shall solely be responsible to pay that deductible or self-insured retention.
10. Should any required insurance policies be cancelled, non-renewed or if the Vendor fails to renew, Vendor shall provide notice of such cancellation immediately to the District.
11. All insurance policies as required in this article shall be written through insurance companies that are either admitted in the State of California or on the California Department of Insurance approved list of non-admitted insurers. All

insurance companies shall have and maintain a minimum A. M. Best rating of A VII.

12. Certificates of Insurance Coverage shall be filed by Vendor with the District evidencing all of the insurance coverages required in this article at the time this Agreement is executed. The certificates must have all required endorsements attached or the Certificate will be rejected as non-compliant. Each successive year during the insurance requirement period shall be filed in the same manner. The failure to furnish such evidence may be considered a material breach of contract by Vendor under which the District may immediately terminate this Agreement. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

Article 14. Material Breach of Contract

In the event Vendor fails to deliver the product and services as contracted for herein, to the satisfaction of the District or otherwise fails to perform any provisions of this Agreement, the District, after providing five (5) days written notice and Vendor's failure to cure such breach, may without waiving any other remedy, make good the deficiencies and deduct the actual cost of providing alternative products and/or services from payment due the Vendor. Non-performance after the first notice of non-performance shall be considered a material breach of contract.

Article 15. Termination

1. District may terminate this Agreement, with or without cause, at any time by giving ten (10) days written notice of termination to Vendor. In the event such notice is given, unless otherwise indicated by the District, Vendor shall cease immediately all work in progress. If the District terminates without cause, the District shall pay the Vendor for services rendered through the date of District's termination notice.
2. Vendor may terminate this Agreement, with cause, at any time by giving thirty (30) days written notice of termination to the District.
3. Upon termination of this Agreement by either Vendor or District, all property belonging exclusively to District, which is in Vendor's possession, shall be returned to District, and all property belonging exclusively to Vendor, on District property, shall be returned to Vendor.

Article 16. Force Majeure

If the performance of any act required of District or Vendor is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of God, fire, floods, pandemics, epidemics, freight embargoes, or other causes beyond the reasonable control of the party required to perform an act, that party shall be excused from performing that act for the period of time equal to the period of time of the prevention or delay. In the event District or Vendor claims the existence of such a delay, the party claiming the delay shall notify the other party in writing of that fact within ten (10) calendar days after the beginning of any such claimed delay.

Article 17. Authority

Vendor represents and warrants that Vendor has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Article 18. Non-Discrimination and Equal Employment Opportunity

Vendor represents and agrees that it does not and shall not discriminate against any employee, assistant, or applicant for employment because of race, religion, color, sex, or national origin.

Article 19. Severability

If by operation of law, order of a court of competent jurisdiction, or other reason, it is determined that any Section, Subsection, clause or other provision of this Agreement is illegal, null, void, invalid, unenforceable or in violation of public policy, the remaining Sections, Subsections, clauses and other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect, to the extent that the invalidity or unenforceability does not impair the application of this Agreement as intended by the Parties.

In WITNESS WHEREOF, the parties have executed this Agreement in Jurupa Valley, CA on the day and year as follows:

For: _____
Vendor Name

By: _____
Authorized Signer

Printed/Type Name

Title

Date

Contact Information:

Street

City StateZip

E-Mail

Phone

For Jurupa Unified School District

By: _____
Jeffrey Lewis, Director of Purchasing
4850 Pedley Road
Jurupa Valley, CA 92509
951-360-4102

Date

District Only

Site/Department

Board Approval

Contract Number

Exhibit "A"

CONTRACTOR'S BID PRICING
20-21-18TR- STUDENT TRANSPORTATION SERVICES

[attached hereto]

Exhibit "B"

20-21-18TR- STUDENT TRANSPORTATION SERVICES Bid Documents

[attached hereto]

Exhibit "C"

CONTRACTOR FINGERPRINTING REQUIREMENTS

To the Governing Board of the Jurupa Unified School District ("District"):

(name of contractor) ("CONTRACTOR"), with respect to the Agreement dated _____ between CONTRACTOR and the DISTRICT, CONTRACTOR certified that:

- 1. CONTRACTOR has carefully read and understand the requirements regarding criminal record and background checks set forth in *California Education Code § 45125.1*.
- 2. Due to the nature of work CONTRACTOR will be performing for the District, CONTRACTOR's employees may be in contact with students of the District.
- 3. Pursuant to *Education Code §45125.1*, CONTRACTOR shall conduct criminal background checks of all employees assigned to provide services to the District pursuant to this Agreement for Pupil Transportation Services, and certify that no employees who have been convicted of serious or violent felonies, as specified in *Education Code § 42125.1* and in *California Penal Code § 1192.7(c)*, will have contact with pupils.
- 4. None of the employees who will be performing any of the work pursuant to this Agreement have been convicted of a violent or serious felony, as defined in *California Education Code § 45122.1*, and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California on _____, 2017

Signature

Printed Name

Position With Contractor

Date

Address

Telephone Number

Exhibit "D"

**PROTECTED HEALTH INFORMATION (PHI)
HIPAA FERPA ADDENDUM**

This PHI HIPAA Addendum ("Addendum") supplements and is made a part of the Agreement ("Agreement") by and between the Jurupa Unified School District, ("District") and _____ ("Contractor") and is effective as of the date of the original agreement (the "Addendum Effective Date").

RECITALS

WHEREAS, District, pursuant to the terms of the Agreement, wishes to disclose to Contractor certain information, some of which may constitute Protected Health Information ("PHI") for the purpose of providing Pupil Transportation Services for selected Students; and

WHEREAS, PHI means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under Health Insurance Portability and Accountability Act of 1996, ("HIPAA") and the regulations promulgated thereunder by the U.S. Department of Health and Human Services ("HIPAA Regulations"), including, but not limited to 45 CFR Parts 160 and 164; and

WHEREAS, Contractor is an individual or entity which provides services, arranges, performs or assists in the performance or activities of District and who uses or discloses PHI, pursuant to the HIPAA Regulations, 45 CFR Section 160.103; and

WHEREAS, DISTRICT and Contractor desire to protect the privacy and provide for the security of PHI disclosed to Contractor in compliance with HIPAA and the HIPAA Regulations and other applicable laws and regulations; and

WHEREAS, the purpose of this Addendum is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45 CFR Section 164.504(e), as the same may be amended from time to time.

NOW, THEREFORE, in consideration of the mutual promises made below and the exchange of information pursuant to the Agreement, this Addendum (herein collectively the "Agreement"), the Parties agree as follows:

1. **Responsibilities of Contractor**

- a. **Permitted Uses and Disclosures**. Contractor may use and/or disclose PHI received by Contractor pursuant to the Agreement and this Addendum solely for the purpose of performing its obligations under the Agreement and this Addendum.
- b. **Restrictions of PHI**. Contractor shall notify District in writing within twenty-four (24) hours of receipt of any request by residents, Students or their representatives to restrict the use and disclosure of the PHI Contractor maintains for or on behalf of District. Upon written notice from District, Contractor agrees to comply with any instructions to modify, delete or otherwise restrict the use and disclosure of PHI it maintains for or on behalf of District.
- c. **Use and Disclosure of PHI**. Contractor may, if necessary, use and disclose PHI (i) for the proper management and administration of Contractor's business or (ii) to carry out Contractor's legal responsibilities.

- d. Nondisclosure. Contractor is not authorized and shall not use or further disclose District's PHI other than as permitted under the Agreement or this Addendum, or as required by law or regulation.
- e. Data Aggregation. Except as otherwise limited by this Addendum and upon District's request, Contractor may use PHI to provide data aggregation services relating to District's healthcare operations as permitted by 45 CFR Section 164.504.
- f. Safeguards. Contractor shall use appropriate administrative, technical and physical safeguards to prevent any use or disclosure of District's PHI other than as provided for by the Agreement and this Addendum.
- g. Notification of Breach. Contractor shall notify District in writing within one (1) working day of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure Of PHI in violation of the Agreement, this Addendum, HIPAA, the HIPAA regulations, or any applicable federal and state laws and regulations. Contractor shall take (i) prompt corrective action to cure any such deficiencies and (ii) any other action pertaining to such unauthorized disclosure as may be required by all applicable federal and state laws and regulations.
- h. Compliance with Law. Contractor shall comply with all applicable federal and state laws and regulations, including, if applicable under the terms and requirements of the Agreement, the HIPAA Standards for Electronic Transactions, 45 CFR Parts 160 and 162.
- i. Contractor's Agents. Contractor shall ensure that its employees, agents, and subcontractors who receive District's PHI from Contractor will agree to the same restrictions and conditions that apply to Contractor with respect to such PHI. Additionally, all employees, agents, and subcontractors shall promptly notify Contractor of any instances of which it is aware in which the confidentiality of the PHI has been breached.
- j. Inspection of Information. Contractor shall, within twenty-four (24) hours, excluding weekends and holidays, of receipt of a written or oral request allow District and, if authorized in writing by District, allow the subject of the PHI to inspect records as may be required to fulfill District's obligations to provide access to District's PHI pursuant to HIPAA, the HIPAA Regulations, including, but not limited to 45 CFR Section 164.524, and other applicable federal and state laws and regulations.
- k. Copies of Information. Contractor shall, within two (2) calendar days of receipt of a written or oral request, make available to District, and if authorized in writing by District, to the subject of the PHI, such information as may be required to fulfill District's obligations to provide a copy of District's PHI pursuant to HIPAA, the HIPAA Regulations, including, but not limited to, 45 CFR Section 164.524, and other applicable federal and state laws and regulations.
- l. Accounting of Information. Contractor shall, within twenty (20) calendar days of receipt of a written request, make available to DISTRICT and, if authorized in writing by District, to the subject of the PHI, such information as may be required to fulfill District's obligations to provide an accounting of disclosures of District's PHI pursuant to HIPAA, the HIPAA Regulations, including, but not limited to, 45 CFR Section 164.524. The accounting shall include a listing of PHI disclosures that occurred during the past six (6) years, commencing April 14, 2003. Each accounting entry shall include: (i) the date of the disclosure; (ii) the name and address of the entity or person who received the PHI; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose and basis for the disclosure, a copy of a written authorization for the disclosure pursuant to 45 CFR Section 164.508, or a copy of a written request for the disclosure pursuant to 45 CFR Sections 164.502 and/or 164.512.

- m. Contractor shall inform District within five (5) working days of receipt of any request by or on behalf of the subject of the PHI to amend the PHI Contractor maintains for or on behalf of District. Contractor shall, within twenty (20) calendar days of receipt of a written request, make the subject's PHI available to District as may be required to fulfill District's obligations to amend PHI pursuant to HIPAA, the HIPAA Regulations, including, but not limited to, 45 CFR Section 164.526, and other applicable federal and state laws and regulations. Contractor shall, as directed by District, incorporate any Addendums to District's PHI into copies of such PHI maintained and disclosed by Contractor.
- n. Chain of Trust. If applicable, Contractor shall protect the integrity and confidentiality of any District PHI electronically exchanged between Contractor, District, and others pursuant to 45 SCR Part 142.
- o. Regulatory Compliance. Contractor shall make its internal practices, books and records relating to the use and disclosure of PHI received from District (or created or received by Contractor on behalf of District) available to any state or federal District, including the U.S. Department of Health and Human Services, for purposes of determining District's compliance with the HIPAA Regulations.
- p. Record Retention: Contractor shall retain all HIPAA-related documentation pertaining to District's PHI for a period of six (6) years, as required by HIPAA and the HIPAA regulations.
- q. Audits, Inspection, and Enforcement. Upon reasonable notice District may inspect the facilities, systems, books, and records of Contractor to monitor compliance with the Agreement and this Addendum. Contractor shall promptly remedy any violation of any terms of the Agreement of this Addendum and shall certify such remedy in writing to District.

2. Termination

- a. Material Breach. A breach by Contractor of any material provision of this Addendum, as determined by District, shall constitute a material breach of the Agreement, and shall provide grounds for immediate termination of the Agreement by District.
- b. Effect of Termination. Upon termination of the Agreement for any reason, Contractor shall return or, at the option of District, destroy all PHI received from District, or created and received by Contractor on behalf of District, that Contractor still maintains in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, as determined by District, Contractor shall continue to extend indefinitely the protections of this Addendum to such PHI, and immediately terminate any further use or disclosure of such PHI.

3. Changes to the Addendum

- a. Compliance with Law. The Parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that changes to this Addendum may be required to ensure compliance with such developments. The Parties specifically agree to take such action as may be necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable federal and state laws and regulations relating to the security or confidentiality of PHI.
- b. Negotiations. In the event that a federal or state law, statute, or regulation materially affects the Agreement or this Addendum, the Parties agree to negotiate immediately in good faith any necessary or appropriate revisions to the Agreement or this Addendum. If the Parties are unable to reach an agreement concerning such revisions within the earlier of sixty (60) calendar days after the date of notice seeking negotiations or the effective date of a change in law or regulation, or if the change is effective immediately, then District may immediately terminate this Agreement upon written notice to Contractor.

4. Insurance and Indemnification

- a. Insurance. Each Party, at its sole cost and expense, shall insure its activities in connection with this Addendum. Specifically, Contractor and District shall each obtain, keep in force and maintain insurance or equivalent programs of self-insurance with appropriate limits that shall cover losses that may arise from breach of this Addendum, breach of security, or any unauthorized use or disclosure of PHI. It should be expressly understood, however, that the insurance required herein shall in no way limit the liability of Contractor or District with respect to its activities in connection with this Addendum.
- b. Indemnification by Contractor. Contractor agrees to defend at District's election, indemnify, and hold harmless District, its officers, agents and employees from and against any and all claims, liabilities, demands, damages, losses, costs and expenses, (including costs and reasonable attorneys' fees) or claims for injury or damages that are caused by or result from the acts or omissions of Contractor, its officers, agents or employees with respect to the use and disclosure of District's PHI.
- c. Indemnification by District. District agrees to defend at Contractor's election, indemnify, and hold harmless Contractor, its trustees, officers, agents and employees from and against any and all claims, liabilities, demands, damages, losses, costs and expenses, (including costs and reasonable attorneys' fees) or claims for injury or damages that are caused by or result from the acts or omissions of District, its officers, agents or employees with respect to the use and disclosure of District's PHI.

5. Miscellaneous Provisions

- a. Assistance in Litigation or Administrative Proceedings. Contractor shall make itself, and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under the Agreement and this Addendum, available to District at no cost to District to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against District, its directors, officers, agents or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other federal and state laws and regulations relating to security and privacy and arising out of the Agreement or this Addendum.
- b. No Third Party Beneficiaries. Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer upon any person other than District, Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- c. Notice to Secretary. If District knows of a pattern of activity or practice of Contractor that constitutes a material breach or violation of Contractor's obligation under this Addendum, if the breach or violation continues, and if termination of this Addendum is not feasible, District is required by HIPAA and the HIPAA Regulations to report the problem to the Secretary of Health and Human Services.
- d. Survival. The obligations of Contractor under Sections 1(j), 1(k), 1(l), 1(m), 1(p), 2(b), 4(b), 4(c) and 5(a) of this Addendum shall survive the termination of this Agreement.
- e. Notices. Any notices to be given to either party shall be made via U.S. Mail or express courier to the addresses given below:

Contractor: Contractor Name
Attn:
Address
City, State, Zip
Phone:

Fax:
Email:

District: JURUPA Unified School District
4850 Pedley Road
Jurupa Valley, California 92501
Attn: Alan P. Giles
Assistant Superintendent, Business Services

Each Party may change its address and that of its representative for notice by giving notice in the manner provided above.

- f. Interpretation. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits DISTRICT to comply with HIPAA, the HIPAA Regulations, and other applicable federal and state laws and regulations.

IN WITNESS WHEREOF, the Parties hereto on the day and year written below have executed this Addendum.

CONTRACTOR

JURUPA UNIFIED SCHOOL DISTRICT

Signature

Alan P. Giles
Assistant Superintendent, Business Services

Printed Name:

Position:

Date

Date

Employer Tax ID Number

Exhibit "E"

***CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION**

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations, of ability to self-insure and to pay any compensation that may become due to employees.

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this contract.

Name of Corporation/Partnership/Individual

Address

By: _____ Date: _____
Signature of President/Partner/Bidder

Printed Name and Title Date: _____

By: _____ Date: _____
Signature of Secretary/Designee/Partner/Bidder

Printed Name and Title Date: _____

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.

NOTE: *If bidder is a corporation, the legal name of the corporation shall be set forth above together with two signatures: one from the President and one from the Secretary, Assistant Secretary, or other authorized officer or designee; if bidder is a partnership, the true name of the firm shall be set forth above, together with two signatures from partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.*

All signatures must be made in permanent ink.